



Award No. 16862

Docket No. TE-15344

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)**

BOSTON AND MAINE CORPORATION

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Boston and Maine Railroad, that:

Carrier violated the parties' Agreement by failing and refusing to pay the below named employees eight hours' holiday pay at pro rata rate on the dates shown in each case, which holiday fell on a scheduled work day of the claimant while he was on vacation:

1. J. W. Gravelle, agent-telegrapher at Lexington, Massachusetts, for Thursday, July 4, 1963. (Carrier File TE-504.)
2. R. I. Lawrence, agent-telegrapher at West Concord, Massachusetts, for Monday, September 2, 1963. (Carrier File TE-504.)
3. T. H. McDonald, agent at Newburyport, Massachusetts, for Monday, September 2, 1963. (Carrier File TE-507.)
4. C. H. Gilley, Ticket agent-agent-telegrapher at Nashua-Merrimack, New Hampshire, for Monday, September 2, 1963. (Carrier File TE-508.)

EMPLOYEES' STATEMENT OF FACTS:

1. Mr. J. W. Gravelle was on vacation for fifteen (15) days from June 17 to and including July 5, 1963. His position is assigned on a work week of Monday through Friday, Saturday and Sunday rest days. Thursday, July 4, a holiday, fell within his vacation period. Carrier paid Mr. Gravelle a day's pay, pro rata rate, for vacation allowance for July 4 but did not pay him 8 hours pro rata rate for holiday payment.

2. Mr. R. I. Lawrence was on vacation for fifteen days from August 19 to and including September 6, 1963. His position is assigned on a work week

holiday falls within the vacation period, such day then becomes a day of vacation, and no holiday pay is due.

OPINION OF BOARD: Each of the four numbered claims in this submission are identical. Each employe was a regularly assigned employe; each employe was on vacation during which time a holiday fell; each holiday was blanked; and each employe received vacation pay for the day on which the holiday fell but was not paid an additional day's pay for the holiday. The Organization contends that each employe should be paid a day's pay for the holiday in addition to the day's vacation pay received by each of the named Claimants.

This same factual issue has been determined in Awards 14886 (Zumas), 15581 (House), 16105 (Mesigh), and 16324 (Heskett). There being no new arguments tendered in this claim, these awards will be followed and accordingly, this claim will be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1969.