

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

A. Langley Coffey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**GULF COAST LINES; INTERNATIONAL-GREAT NORTHERN
RR. CO.; THE ST. LOUIS, BROWNSVILLE & MEXICO RY. CO.;
THE BEAUMONT, SOUR LAKE & WESTERN RY. CO.; SAN AN-
TONIO, UVALDE & GULF RR. CO.; THE ORANGE & NORTH-
WESTERN RR. CO.; IBERIA, ST. MARY & EASTERN RR. CO.;
SAN BENITO & RIO GRANDE VALLEY RY. CO.; NEW OR-
LEANS, TEXAS & MEXICO RY. CO.; NEW IBERIA & NORTHERN
RR. CO.; SAN ANTONIO SOUTHERN RY. CO.; HOUSTON &
BRAZOS VALLEY RY. CO.; HOUSTON NORTH SHORE RY. CO.;
ASHERTON & GULF RY. CO.; RIO GRANDE CITY RY. CO.;
ASPHALT BELT RY. CO.; SUGARLAND RY. CO. (Guy A. Thomp-
son, Trustee)**

STATEMENT OF CLAIM: Claim of the System Committee of the
Brotherhood that—

(a) The Carrier is violating the Clerks' Agreement by failing
and refusing to pay the following employees—

Secretary to Senior Executive Assistant

Secretary to General Manager

Secretary to Assistant General Manager

an additional straight time day for each holiday retroactive to May
1, 1954. Also

(b) Claim that the Carrier be required to make proper pay-
ment for the holidays in accordance with Section 1, Article II of
the August 21, 1954 Agreement.

EMPLOYES' STATEMENT OF FACTS: The three positions here in-
volved are assigned 365 days annually and the current daily rates are \$18.92,
\$17.69 and \$15.77, respectively.

47. Incorporated in this revised rule are the provisions of Article II, Sections 1 and 3 of the August 21, 1954 Agreement—the same provisions which the Employees contend should now be applied at the three positions here involved. (See paragraphs (c) and (d)).

The fact that paragraph 3 of the December 7, 1949 Memorandum of Agreement specifically excepts these three positions from Rule 47 of the working Agreement further supports the position of Carrier that the provisions of Article II, Sections 1 and 3 of the August 21, 1954 agreement are not applicable to the positions here involved.

Furthermore, attention is directed to Article II, Section 5 of the August 21, 1954 Agreement, reading:

“Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employe on a holiday.”

The occupants of the positions in question are being compensated in accordance with the Memorandum of Agreement dated December 7, 1949—365 days per year—which, of course, includes the seven designated holidays. Where, then, is there any basis or justification for again compensating them for the seven holidays as contended by the Employees?

It is the position of Carrier that the contention of the Employees should be denied.

The substance of matters contained herein has been discussed in conference and/or correspondence between the parties.

(Exhibits not reproduced)

OPINION OF BOARD: The claim in this dispute is for an additional day's pay at pro rata rate for each holiday occurring since May 1, 1954, in favor of occupants of the positions of Secretary to Senior Executive Assistant, Secretary to General Manager, and Secretary to Assistant General Manager, under Article II of the National Agreement dated August 21, 1954.

According to the record, the basic rate of pay for positions in question, and referred to as daily wage rated positions, reflects compensation based on an annual assignment of 365 days.

By Agreement dated December 7, 1949, effective September 1, 1949, the positions subject to dispute were excepted from the provisions of Rule 47—Sunday Work—Holiday Work, and that Agreement is shown to be incorporated in and made a part of the Schedule Agreement governing in this docket.

Following settlement and signing of the National Agreement, the parties to the dispute, by Agreement dated January 12, 1955, without revising, amending, modifying, or changing in any particular, their Agreement effective September 1, 1949, incorporated the provisions of Sections 1, 3, 5 of the National Agreement into their Schedule Agreement under Rule 47, leaving these same positions excepted, as in the past, from the operation of Rule 47.

The effect of the foregoing rules changes was to merge all rights, privileges, and benefits of Sections 1, 3, 5 of the National Agreement into the Schedule Agreement and to leave the positions in question still excepted.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employees 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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: A. Ivan Tummon
Executive Secretary.

Dated at Chicago, Illinois, this 14th day of May, 1956.