

Award No. 18382
Docket No. CL-18561

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Melvin L. Rosenbloom, Referee

PARTIES TO DISPUTE:

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

KANSAS CITY TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6722) that:

(1) The Carrier violated the Agreement on the Labor Day Holiday of September 2, 1968, when it failed to use Mr. Thomas L. Pollard, Information Reservation Clerk # 2, to perform the duties assigned his position.

(2) The Carrier shall now be required to compensate Claimant Pollard for eight (8) hours at time and one-half for September 2, 1968 at the prevailing rate of his position.

EMPLOYES' STATEMENT OF FACTS: T. L. Pollard was the regular incumbent of a position designated as Information-Reservation Clerk No. 2 with Friday and Saturday as days of rest. His position was regularly scheduled to work on Holiday of September 2, 1968.

On August 29, 1968 the Carrier posted a notice to the employees notifying them that on Monday, September 2, 1968 (Labor Day) certain positions would be cut-off account of the holiday (Employees' Exhibit No. 1) among them the position of Pollard.

The Claimant despite his protests to the Ticket Agent to the effect that he was the senior Information Reservation Clerk scheduled to work on September 2, 1968, was non-the-less required to take the day off while a junior Information-Reservation Clerk I. M. McDougal was permitted to work the Holiday.

The Employees filed claim on behalf of Pollard for eight (8) hours at time and one-half for additional compensation he would have earned had he been permitted to work his assignment, alleging that the Carrier permitted a junior employee to work on the holiday and other employees were utilized to do the work that attached to the Information-Reservation duties of Claimant (Employees' Exhibit No. 2).

Conference was held November 12, 1968 between the Ticket Agent and Local Chairman and decision rendered November 14, 1968 denying the claim (Employes' Exhibit No. 3).

The claim was progressed by the General Chairman in accordance with the procedural requirement of the current Agreement between the parties up to and including the highest officer designated by the Carrier for that purpose and denied. (Employes' Exhibits 4, 5, 6 and 7).

Final conference was held May 21, 1969, and previous denial decisions by the Carrier reaffirmed leaving no alternative but to submit the dispute to this Honorable Board for adjudication.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: On September 2, 1968, a holiday, there were seven Ticket Sellers and four Information Clerks regularly assigned during the 24-hour period in the Ticket Office at Union Station.

Information Clerk, T. L. Pollard, the claimant here, held a regular position with hours 8:00 A. M. to 4:00 P. M.

A reduction in telephone inquiries usually occurs on a holiday and in view of this, it was determined that the 8:00 A. M. to 4:00 P. M. information clerk position could be blanked, which was done.

Claim was presented on behalf of T. L. Pollard for a basic day at punitive rate premised on a contention that Pollard, being the senior man, the 5:00 A. M. to 1:30 P. M. information clerk position should have been blanked, which was held by a junior man, McDougal.

The claim was progressed to the final appeals officer and denied on April 14, 1969.

OPINION OF BOARD: Claimant was an Information-Reservation Clerk regularly scheduled to work 8:00 A. M. to 4:00 P. M. Sunday through Thursday, rest days Friday and Saturday. Monday, September 2, 1968, (Labor Day) fell within his regular schedule. That day was also within the regular schedule of I. M. McDougal, another Information-Reservation Clerk whose regular hours were 5:00 A. M. to 1:30 P. M.

By posted notice Carrier blanked several positions for the Labor Day Holiday including Claimant's and, accordingly, Claimant did not work the holiday. McDougal's position was not blanked and he worked on the holiday. Claimant contends that since McDougal is junior to him, Claimant should have been given preference over McDougal for the holiday work.

The entire thrust of Claimant's position is that he should have worked the holiday **rather than** McDougal by virtue of his greater seniority. By conceding that it was permissible for Carrier to blank one or the other of the two positions, Claimant invalidates his claim since there is no Rule requiring Carrier to assign holiday work by seniority where, as here, two positions covering differing periods of time are involved. If Claimant had taken the stand that neither position could have been blanked we would have been presented with an entirely different question.

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 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

No violation of the contract.

AWARD

Claim denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of January 1971.