

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22749

Docket Number CL-22360

Robert A. **Franden**, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**

PARTIES TO DISPUTE: (

(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8508) that:

1. Carrier violated the Agreement between the parties when it failed and refused to permit Mr. W. R. **Venable** to work his regular assignment on November 11, 1976, which was his regular work day and holiday.

2. Carrier **shall** now be required to compensate Mr. W. R. **Venable** an additional **day's** pay for November 11, 1976, at the rate of his regular assigned position, Chief Yard Clerk at Oklahoma City.

OPINION OF BOARD: Claimant is the Chief Yard Clerk at **Enid**, Oklahoma, with hours from **7:59** a.m. to **3:59** p.m. with Saturday and Sunday rest days.

On November 11, 1976, which was a holiday, claimant did not work but received holiday pay. On that day consists for trains 4411 and 4310 were sent by the first trick telegrapher.

This claim was filed based on rule **36½(k)**:

"Rule **36½(k)** WORK ON **UNASSIGNED** DAYS -- Where work is required by the carrier to be **performed** on a day which is not a part of any **assignment**, it may be performed by an available extra or unassigned **employee** who will otherwise not have 40 hours of work that week; **in** all other cases by the regular **employee**."

There is no question but that **claimant** performs the work of sending the consists in question during his regular work week. This issue was litigated by these parties in the case decided by Award 237 of Public Law Board No. 405, and the awards of that Board following Award 237.

We are not persuaded that those awards are in error; hence we will follow same and sustain the claim.

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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By Order of Third Division

ATTEST: A.W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 29th day of February 1980.

2/29/80
FEB 29 1980
U.S. MAIL - CHICAGO, ILLINOIS