

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23201
Docket Number CL-23215

George S. Roukis, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and **Steamship** Clerks,
(Freight Handlers, Express **and** Station **Employees**
(
(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (GL-8909)
that:

(1) Carrier violated the Agreement between the Parties when, on May 31, 1976, (Memorial Day), July 5, 1976, (Independence Day), and September 6, 1976, (Labor Day), it closed the continuous around-the-clock Train Order Offices at RR and **NA** Towers, Cincinnati, Ohio, causing and permitting employees not covered by the Clerk-Telegrapher Agreement to perform work required by Carrier which **is normally** and customarily performed by each assigned position at the two **Train** Order Offices, 'seven (7) **days** of each week, and

(2) **As** a result of **such** violative acts, Carrier shall **compensate** the employees assigned to the two Train Order Offices, eight (8) hours' pay at the rate of time and **one-half** on each of the three (3) enumerated Legal Holidays, **as** follows:

R. A. Braun	1st trick RR Tower	May 31, July 5 and September 6, 1976.
D. E. Schreiner	2nd trick RH Tower	May 31, July 5 and September 6, 1976.
J. F. Knizner	3rd trick RH Tower	May 31, July 5 and September 6, 1976.
N. A. Peetz	1st trick NA Tower	May 31, July 5 and September 6, 1976.
W. F. Huffaker	2nd trick NA Tower	May 31 and July 5, 1976.
R. T. Ferris	2nd trick NA Tower	September 6, 1976.
J. Gormley	3rd trick NA Tower	May 31, July 5 and September 6, 1976.

OPINION OF BOARD: **On** the three claim dates here involved, all legal holidays, the **several Claimants listed** in the Statement of Claim did not work. The Organization alleges, however, that work assigned to **Claimants'** positions was performed by Train Dispatchers on those dates. Performance of Operator's duties by Train Dispatchers on holidays, the Organization argues, is in violation of the Work on Unassigned Days **Provision** of the parties' **agreement**.

The Carrier argues that Claimants' positions were properly blanked on the holidays in question and that "Positively no work belonging to the **Claimant Operators** was performed by Train Dispatchers **on** any of the dates of claim."

We have examined carefully the entire record **in** this dispute **and** we are **unable** to **find** where **any** work of Claimants' positions was **performed** by Train Dispatchers on **the three** holidays.

The 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 **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 wasnot **violated.**

A W A R D

Claim denied.

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

ATTEST: _____

A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1981.

