

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24044
Docket Number CL-24245

George S. Roukis, Referee

PARTIES TO DISPUTE:

{ Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
{ Maine **Central** Railroad Company
{ **Portland** Terminal Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (GL-9507)
that :

(1) Carrier violated the Agreement between the parties, February 18, 1980, (Holiday) when it required junior employee to work on said date.

(2) Carrier shall compensate Mrs. J. F. Perro, Clerk, Freight Office, Waterville, **Maine**, eight (8) hours at punitive rate of pay \$12.4348 per hour, February 18, 1980, account her position was worked on said date and also of the two (2) employees working **in** said department she is the senior **employee**.

OPINION OF BOARD: The Claimant in this case was regularly assigned as Relief Clerk #1 at Waterville, Maine. On **Mondays** she was scheduled to work at Waterville Freight Office 8 A.M. to 5 P.M. - 1 hour **meal** period (12N-1PM). On **Monday**, February 18, 1980, a holiday, Claimant did not work but was allowed 8 hours holiday pay. Also at Waterville Freight Office there is a Clerk-Typist assignment which was scheduled to and did perform service on the holiday. The dispute in this case centers around the use of the Clerk-Typist rather than Claimant.

The Employees allege that inasmuch as Claimant was the senior employee, she should have been permitted to work on the holiday.

Carrier, on the other hand, contends that the major **portion** of the work necessary to be performed was **demurrage** work which is the primary duty of the Clerk-Typist position.

The applicable Rule **in** this dispute is Rule 20 - **HOLIDAYS** - which reads in pertinent part as follows:

"Section IV - Holiday Service

(a) **Only** such **employees** as are in the **judgement** of the Management, absolutely necessary to take care of current business shall be required to work on the following holidays:

January 1, February 22, April 19, May 30, July 4, **Labor** Day, Armistice Day, Thanksgiving Day, and December 25. (When any of the above holidays falls **on** Sunday the day specified by the State, Nation or Proclamation shall be considered the holiday.)

Any rules of the current Agreement, including **Addenda, Memorandums** of Agreement, Letters of **Understanding, Agreed-To Practices**, etc., in conflict with this Memorandum of Agreement are hereby either eliminated or **modified** to conform hereto."

This Rule 20; when read in its entirety, is apparently peculiar to this **property**. It may very well be - and we make no ruling thereon - that on **some** other property **this** claim might have merit. **However**, from the language of this Rule on **this** property we cannot find that any violation has occurred. The claim must 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 apprvwd June 21, **1934**;

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

That the Agreement was not violated.

A W A R D

Claim denied.

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

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By *Rosemarie Brasch*
// **Rosemarie Brasch** - Administrative Assistant

Dated at Chicago, **Illinois**, this 29th day of **November 1982**.

