

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
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(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10081) that:

a. Carrier violated the rules of the current Clerks' Agreement at Richmond, California, on December 25, 1984, when it required Mr. L. Gurganious to take the holiday off (Christmas Day) and allowed another employe to perform his duties, and

b. Mr. L. Gurganious shall now be compensated for eight (8) hours' pay at time and one-half for December 25, 1984, at the Car Clerk rate of pay in addition to any other compensation he received on this day as a result of such violation of Agreement rules, and

c. Carrier shall now be required to pay 25 per cent (25%) interest compounded daily until claim is paid."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant is the regularly assigned occupant of Car Clerk Position No. 6014 at Richmond, California, assigned to work 11:00 P.M. to 7:00 A.M., Sunday through Thursday with rest days of Friday and Saturday. Claimant's position was blanked on December 25, 1984, a designated holiday. On that date, the Organization alleges that the work normally assigned to Claimant was performed by Head Car Clerk on Position No. 6011.

The Organization cites Rules 26, 27 and 32-G in support of its position. It argues that Claimant has prior rights to any work on his position on the holidays involved. The Organization does not refute Carrier's right to blank a position on a holiday, but argues that other employees were required to perform the work of Claimant in violation of Rule 32-G. It asks that the Claim be sustained in its entirety.

Carrier, on the other hand, argues that the work in dispute is not exclusively assigned to Claimant. It maintains that the positions are both car clerk positions and, as such, either position can perform the work involved in the instant dispute. In the Carrier's view, the work is not unique to Claimant's position and, accordingly, the Claim should be denied.


With exception of the dates and the nature of the work involved, this dispute is the same as that considered in Third Division Award 27206. As in that case, the Board here concludes that the work in dispute was not improperly performed by the Head Car Clerk. There is no evidence that the decision in Award 27206 is palpably erroneous. Accordingly, the Claim is denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 11th day of September 1989.