

Award No. 13026
Docket No. CL-12915

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

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

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5085) that:

(1) The Carrier violated rules of the Clerks' Agreement of December 1, 1956, as amended, and Article II, Section 2(a) of the Agreement of August 21, 1954, when it refused to compensate Vacation Relief Clerk LaVerne C. Holder for one day's pay at the pro rata rate for Monday, January 2, 1961, and;

(2) Mrs. LaVerne C. Holder, Vacation Relief Clerk, Atlanta, Georgia Freight Agency, shall now be paid a day's pay at the pro rata rate (\$20.98) for Monday, January 2, 1961.

EMPLOYEES' STATEMENT OF FACTS: Mrs. LaVerne C. Holder for the past two years has been assigned to a Vacation Relief Clerk's position in the Atlanta, Georgia Freight Agency, the duties of which are to relieve for vacation purposes all of the Clerks whose assignments are relieved by her.

Effective with the close of business on Friday, December 30, 1960, the Vacation Relief Clerk's position held by Mrs. Holder was abolished by Bulletin No. 5-60, issued under date of December 27, 1960. (Employees' Exhibit No. 1.)

Likewise, on December 27, 1960, Bulletin 6-60 was issued, advertising the same position effective January 3, 1961 (Employees' Exhibit No. 2), although Clerk George D. Gaston, the first Clerk to begin his vacation in 1961, actually began his vacation on January 2, 1961. Mrs. Holder bid in and was assigned to the Vacation Relief Position covered by Bulletin No. 6-60 and is occupying it as of this writing (October 4, 1961). Prior to the observed New Year's Holiday, Monday, January 2, 1961, Mrs. Holder had compensation credited to eleven (11) or more of the thirty (30) days immediately preceding the holiday, was available for work on New Year's Day, Monday, January 2, 1961, and actually worked on Tuesday, January 3, 1961 and as of this writing has continued to work regularly. The Carrier did not pay her a straight time day for Monday, January 2, 1961, and she was short in the amount of \$20.98 for the first pay period in January, 1961.

Award 7584 (Referee Smith)
Award 7416 (no referee)
Award 7365 (Referee Rader)
Award 7362 (Referee Larkin)
Award 7353 (Referee Rader)
Award 7180 (Referee Cluster)
Award 7179 (Referee Cluster)
Award 6964 (Referee Rader)
Award 6748 (Referee Parker)
Award 6734 (Referee Parker)
Award 6725 (Referee Donaldson)
Award 6673 (Referee Robertson)

and many others. The Employees to date have not sustained the burden of proof.

In view of all the facts and circumstances shown by the Carrier in this Ex Parte Submission, and attached Exhibits, Carrier respectfully requests the Board to deny this baseless claim in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: In 1960 Claimant held the position of Vacation Relief Clerk, a monthly-rated position, the duties of which were to relieve certain regularly-assigned clerical employees in Carrier's Freight Agency at Atlanta, Georgia, while those employees took their annual vacation.

The Vacation Relief Clerk's position was abolished by bulletin effective at the close of business December 30, 1960, and a new Vacation Relief position was advertised by bulletin to commence on Tuesday, January 3, 1961. Claimant bid in and was awarded this position. She began work on January 3, but was not paid for the holiday, January 2, hence this claim for one day's pay at the pro rata rate.

The essential and undisputed fact here is that Claimant held a monthly-rated job, and that she worked all of her assigned workdays during January, 1961. For that service, she was entitled to receive the full monthly rate of the position. Accordingly, the Carrier erred when it deducted one day's pay from the wages due Claimant for the first half payroll period in January, 1961.

This claim, therefore, will be sustained.

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 was violated.

AWARD

Claim sustained.

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

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 29th day of October 1964.