

Award No. 16319

Docket No. TE-15555

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Central of Georgia Railway, that:

CLAIM NO. 1

1. Carrier violated the terms of an Agreement between the parties hereto when it failed and refused to properly compensate the occupants of regularly assigned positions November 28, 1963 (Thanksgiving Day), a holiday.

2. Carrier shall pay the following claimants a day's pay (8 hours) at the time and one-half rate for November 28, 1963 (the holiday), in addition to the day's pay at the pro rata rate paid them:

1. H. E. Holland - Metter, Ga.
2. C. L. Yeomans - Waynesboro, Ga.
3. D. R. Carter - Bartow-Davisboro, Ga.
4. M. E. Grost - Milledgeville, Ga.
5. E. M. Wood - Covington, Ga.
6. R. L. Carter - Oconee, Ga.
7. H. L. Marsh - Statesboro, Ga.
8. P. L. Canady - Wadley, Ga.
9. R. L. Jackson - McIntyre, Ga.
10. B. Hall, Jr. - Eatonton, Ga.
11. H. R. Orr - Toombsboro, Ga.

CLAIM NO. 2

1. Carrier violated the terms of an Agreement between the parties hereto when it failed and refused to properly compensate the occupants of regularly assigned positions December 25, 1963 (Christmas), a holiday.

2. Carrier shall pay the following claimants a day's pay (8 hours) at the time and one-half rate for December 25, 1963 (the holiday) in addition to the day's pay at the pro rata rate paid them:

1. J. E. Blacquiere - Howard, Ga.
2. J. W. Patterson - Reynolds, Ga.
3. A. A. Forehand - Perry, Ga.
4. A. H. Law - Fort Valley, Ga.
5. L. G. Downs - Montezuma, Ga.
6. W. B. Hatfield - Dawson, Ga.
7. F. P. Love - Cuthbert, Ga.
8. A. F. Fain, Jr. - Eufaula, Ala.
9. Mrs. S. D. Wilson - Fort Gaines, Ga.
10. R. A. Rogers - Ozark, Ala.
11. J. L. Brown - Clayton, Ala.
12. T. S. Radney - Leary, Ga.
13. J. B. Benton - Arlington, Ga.
14. G. H. Dunaway - Blakely, Ga.
15. Mrs. A. K. Faulk - Columbia, Ga.
16. J. R. Jacks - Dothan, Ala.

CLAIM NO. 3

1. Carrier violated the terms of an Agreement between the parties hereto when it failed and refused to properly compensate the occupants of regularly assigned positions December 25, 1963 (Christmas), and January 1, 1964 (New Year's Day), holidays.

2. Carrier shall pay the following claimants a day's pay (8 hours) at the time and one-half rate for December 25, 1963 and for January 1, 1964, holidays, in addition to the day's pay at the pro rata rate paid them:

1. J. P. Massengale - East Point, Ga.
2. W. G. McClung - Army Depot, Ga.
3. J. H. Duke - Hapeville, Ga.
4. C. M. Hand - Jonesboro, Ga.

5. Mrs. P. P. Addington – Hampton-Griffin, Ga.
6. C. H. Thompson – Thomaston, Ga.
7. J. C. Fain – Barnesville, Ga.
8. A. Q. Wyatt – Forsyth, Ga.
9. J. S. Hays – Watkinsville, Ga.
10. R. K. Nelson – Machen, Ga.
11. C. J. Griggs – Monticello, Ga.
12. R. D. McBride – Madison, Ga.
13. Mrs. M. D. King – Gray, Ga.

CLAIM NO. 4

1. Carrier violated the terms of an Agreement between the parties hereto when it failed and refused to properly compensate the occupants of regularly assigned positions January 1, 1964 (New Year's Day), a holiday.

2. Carrier shall pay the following claimants a day's pay (8 hours) at the time and one-half rate for January 1, 1964 (the holiday), in addition to the day's pay at the pro rata rate paid them:

1. J. E. Blacquire – Howard, Ga.
2. J. W. Patterson – Reynolds, Ga.
3. A. A. Forehand – Perry, Ga.
4. A. H. Law – Fort Valley, Ga.
5. L. G. Downs – Montezuma, Ga.
6. W. B. Hatfield – Dawson, Ga.
7. F. P. Love – Cuthbert, Ga.
8. A. F. Fain, Jr. – Eufaula, Ala.
9. Mrs. S. D. Wilson – Fort Gaines, Ga.
10. R. A. Rogers – Ozark, Ala.
11. J. L. Brown – Clayton, Ala.
12. T. S. Radney – Leary, Ga.
13. J. B. Benton – Arlington, Ga.
14. G. H. Dunaway – Blakely, Ga.
15. Mrs. A. K. Faulk – Columbia, Ga.
16. J. R. Jacks – Dothan, Ala.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the Central of Georgia Railway Company, herein-

It is a fact that each claimant has already received 8 hours' straight time pay for the holiday, which is in strict keeping with the current agreement between the parties. Never in the history of The Order of Railroad Telegraphers on this property have the rules been construed or interpreted as is now demanded in the Employees' "Statement of Claim." The purpose of the penalty rule (time and one-half rate of pay) is to deter the Carrier from requiring its employees to work on holidays, rest days, or beyond 8 hours on workdays. When Carrier does require any employee to work on a holiday, then the Carrier is penalized by having to pay the time and one-half rate of the position for the hours worked. No employee has a contractual right to work on any specific holiday, nor to be paid the same as though he had worked on the holiday, as is demanded in these claims.

The fact is it has been an historical interpretation and practice on this property to blank unneeded positions on holidays, as was the case here. A sampling of bulletins, marked Carrier's Exhibits C-1 through C-48 attached hereto, show this; as well as ten affidavits marked Carrier's Exhibits D-1 through D-10, also attached hereto. Carrier's Exhibit B is a photo copy of the "Analysis of Agreement" which appeared in the "Railroad Telegrapher" issue of October, 1960, published by The Order of Railroad Telegraphers. The Board's attention is directed particularly to "Article III, Holidays", of "Analysis of Agreement", which recognized the general practice on all carriers to blank or abolish unneeded jobs on holidays.

Each of the claims of an alleged violation in this case were filed by the Employees' representatives, and duly handled by the parties, in strict keeping with Rule 20, Time Limits (originally Article V of the November 5, 1954 Non-Ops' Agreement). The claims were appealed up to and including the Director of Personnel, who is Carrier's highest designated officer to whom claims such as this may be appealed. These claims have been denied at each and every stage of handling on the property for the reason the employees have failed to cite any rule, interpretation or practice which gives them what they are demanding here. These baseless claims have no semblance of merit, and, in fact, constitute "an all-to-gain-and-nothing-to-lose" proposition from start to finish.

The claims being without any semblance of merit were denied on the property. These claims are identical to those covered by Third Division Award 13259 (Referee Hall), involving the same parties and the same agreement. Your Board denied those eleven (11) claims.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue and facts in this dispute are similar to the issue and facts in Docket No. TE-15208, Award 16317 (except here the holidays in question are Thanksgiving Day, Christmas Day and New Year's Day), involving the same parties to this dispute, and, inasmuch as said Award is controlling, we must deny these claims.

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 not violated by the Carrier.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of May 1968.