

Award No. 16320
Docket No. TE-15609

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 regular occupants of established positions for Thursday, November 28, 1963 (Thanksgiving); Wednesday, December 25, 1963 (Christmas); and Wednesday, January 1, 1964 (New Year's Day) as required by the basic Agreement in effect prior to the National Agreement of August 21, 1954.

2. Carrier shall, because of the violations set out above, pay the following claimants a day's pay at the time and one-half rate for each of the holidays set forth in paragraph 1 hereof, in addition to the pro rata holiday pay, paid to them:

P. H. Hays - Dadeville, Ala.

G. L. Bone - Phenix City, Ala.

W. P. Atkins - Greenville, Ga.

D. L. Trussell - Ellaville, Ga.

V. M. Farmer - Hurtsville, Ala.

W. M. Duke - Troy, Ala.

J. C. Washington - Roanoke, Ala.

M. C. Houston - Goodwater, Ala.

J. R. Clark, Camp Hill, Ala.

W. C. McLaney - Pine Mountain, Ga.

H. R. Camp - Buena Vista, Ga.
R. J. Hassett - Union Springs, Ala.
R. L. Baugh - Andalusia, Ala.
B. Pittman - Brantley, Ala.
H. D. Cleveland - LaFayette, Ala.
W. K. Rice - Glenwood, Ala.

CLAIM NO. 2

1. Carrier violated the terms of an Agreement between the parties hereto when it failed and refused to properly compensate the regular occupants of established positions for Monday, April 27, 1964 (Southern Memorial Day) as required by the basic Agreement in effect prior to the National Agreement of August 21, 1954.

2. Carrier shall, because of the violation set out above, pay for the following claimants a day's pay at the time and one-half rate for the holiday set forth in paragraph 1 hereof, in addition to the pro rata holiday pay, paid to them:

J. H. Duke - Agent - Hapeville, Ga.
C. M. Hand - Agent - Jonesboro, Ga.
W. G. McClung - Agent - Thomaston, Ga.
J. C. Fain - Agent - Barnesville, Ga.
R. L. Wood - Agent - Forsyth, Ga.
J. S. Hayes - Agent - Watkinsville, Ga.
R. D. McBride - Agent - Madison, Ga.
C. J. Griggs - Agent - Monticello, Ga.
A. Q. Wyatt - Agent - Machen, Ga.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the Central of Georgia Railway Company, hereinafter referred to as Carrier, and its employees in station, tower and telegraph service, hereinafter referred to as employees, represented by The Order of Railroad Telegraphers, hereinafter referred to as Organization, effective October 31, 1959, and as amended. Copies of said Agreement are available to your Board and are, by this reference, made a part hereof.

At pages 45 through to the middle of page 50 of said Agreement, under the caption "Schedule of Wages", are listed the positions the regular occupants of which are the claimants in the two (2) separate claims incorporated into this appeal.

The two (2) claims incorporated into this appeal were handled separately on the property. The National Agreement of August 21, 1954, Article V, sets out the procedures and time limitations for the presentation and processing of claims and grievances. There is nothing in this Agreement which pro-

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, Christmas Day, New Year's Day, and Southern Memorial Day), involving the same parties to this dispute, and inasmuch as said Award 16317 is controlling, we must deny these claims.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employee 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.

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.