

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19743  
Docket Number CL-19795

John H. Dorsey, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and Steamship Clerks,  
(Freight Handlers, Express and Station Employees  
(  
(Delaware and Hudson Railway Company

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood (GL-7142)  
that:

1. Carrier violated the Agreement when it abolished all Clerks' positions working 7:00 A.M. to 3:00 P.M., 8:00 A.M. to 4:00 P.M., December 25, 1970, and January 1, 1971 and Relief Position No. 19 on February 15, 1971 and that:

2. Claimants J. L. Kulikoski, R. Hall, L. W. Sommers and A. S. Ruffo shall now be compensated at punitive rate of their position for Christmas Day, December 25, 1970, New Year's Day January 1, 1971 and each holiday thereafter until violations are corrected and that:

3. J. R. Keyes be compensated at punitive rate of his position for Christmas Day, December 25, 1970, New Year's Day, January 1, 1971 and Washington's Birthday, February 15, 1971 and each holiday thereafter until such date violations are corrected.

OPINION OF BOARD: In the Claim it is alleged that Carrier "abolished" the positions of the Claimants on the holidays specified therein.

Clerks, in its Submission contends that the Claimants were not given five (5) days notice of the abolishment and consequently Carrier violated Rule 16 (a) of the Rules Agreement (which has a marginal caption "Reducing Force - Displacement Rights) as amended by Article III of the National Agreement of June 5, 1962.

It is not disputed that Claimants were given less than five days prior notice that the position of each of them would not be worked on the specified holidays.

Carrier contends that: (1) Rule 26 is the applicable Rule, it being specially addressed to reducing the guaranteed work week in which a holiday falls or is celebrated; (2) there was no reduction in force within the contemplation of Rule 16 (a); and (3) Rule 26 does not require Carrier to give affected employees 5 days notice or any other length of time before a holiday within which it must give affected employees prior notice that their positions will be blanked on a specific holiday; provided, the notice is given before the holiday.

Rule 26 having a marginal caption "Guarantee" reads:

"Rule 26. Except as provided in Rule 27, nothing within this Agreement shall be construed to permit the reduction of days for regularly assigned employees covered by this Agreement below five (5) days per week, except that this number may be reduced in a week in which holidays occur by the number of such holidays." (Emphasis supplied.)

The provisions of Rule 27 are not involved in this dispute.

In the lingo of the railroad industry the record supports a finding that Carrier "blanked" the positions held by Claimants on the specified holidays and gave the employees timely notice. Further, we find that Rule 26 is the applicable prevailing Rule; and (3) Carrier did not violate Rule 26. See Awards No. 7294, 11079, 11940 and 18117.

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 Carrier did not violate the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 11th day of May 1973.