

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20108
Docket Number CL-20100

Dana E. Eischen, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(
(Central of Georgia Motor Transport Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7235)
that:

(a) Carrier violated the Agreement at Columbus, Georgia, when they failed to call Mr. J. G. Clements to work on Monday, May 31, 1971, (Memorial Day) and junior employee Mr. J. L. Gilliland was used to perform the work of Mr. Clements' assignment.

(b) Carrier shall be required to compensate Mr. J. G. Clements for ten hours' pay at the rate of time and one-half for Monday, May 31, 1971, (Memorial Day).

OPINION OF BOARD: Under the Agreement between Carrier and Petitioner, effective November 1, 1970, Memorial Day is an observed holiday. On Monday, May 31, 1971, Memorial Day, Claimant J. G. Clements was not called and did not work. He alleges, however, that his regular assignment was worked that day and that the work of his position was performed by another employee, Mr. J. G. Gilliland, for ten hours on that date. Claimant contends that he should be compensated at the holiday rate accordingly.

The provision of the Agreement relating to Holidays reads in pertinent part as follows:

"RULE 19 - HOLIDAYS

* * * * *

"(d) An employee who is required to work on one of the specified holidays and does not voluntarily absent himself from work during the work week in which one of the above enumerated holidays occurs shall be compensated at the rate of time and one-half for all time worked on the holiday in addition to his regular weekly pay minimum."

Carrier declined to honor the claim primarily upon the ground that Claimant's position had been "abolished" on the holiday.

Careful examination of the authorities of this Board indicates that the Carrier has the right to blank a position on a holiday. But the evidence on the record before us in this case indicates that Claimant's position was

not blanked on Memorial Day, May 31, 1971. Rather, work of the position was performed on that day by another employee.

Under the authority of Awards 13087 (Ables), 13137 (Hamilton), 15375 (Engelstein), 15950 (Lynch) and 17952 (Devine) we will sustain Part (a) of the instant claim.

Part (b) of the claim seeks ten hours pay at the rate of time and one-half for the violation alleged in Part (a). The evidence in the record does not support a claim for more than eight hours. Accordingly, we will reduce Part (b) of the claim to eight hours pay at the time and one-half rate.

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 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 violated the Agreement.

A W A R D

Claim sustained as indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 25th day of January 1974.