

The Second Division consisted of the regular members and in addition Referee Irwin M. Lieberman when award was rendered.

Parties to Dispute: (System Federation No. 156 Railway Employees' Department
(A.F.L. - C.I.O. - Electrical Workers
((I.B.E.W. Local Union 589)
(
(The Long Island Rail Road Company

Dispute: Claim of Employees:

1. That the Long Island Railroad Company improperly deprived Electrician Helper (Rotary Tender) J. Maggiore from working overtime on Sunday, January 21, 1973.
2. That, accordingly, the Long Island Railroad Company be ordered to compensate J. Maggiore fifty-six dollars and sixty-four cents (\$56.64) for eight (8) hours pay at the punitive overtime rate.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

On Sunday January 21, 1973 Carrier blanked an Electrician Helper's position at its Woodhaven Sub-station due to the illness of a regularly assigned employee, and his consequent absence. None of the duties of the position were performed. Claimant contends that he should have been called on his rest day to fill the blanked position at overtime rates.

Petitioner argues that the Electrician Helper position at the sub-station is an established seven day position and that a full complement of employees was necessary on all shifts (until the automation was completed). The Organization contends that the Carrier's only reason for not filling the position was to avoid the payment of overtime. The Organization raised a series of new arguments and presented new evidence with its rebuttal submission; since none of that material was handled or raised on the property it is not properly before us and has been disregarded.

We find no provisions in any of the rules cited which would require the Carrier to fill every vacancy due to an absence. In Award 3339 we said:

"The Carrier may elect to permit a position to be blanked when the regular incumbent is absent. The Organization would have a valid complaint if it were shown that due to the blanking of a position, work exclusively reserved to a craft or class of employees covered by the agreement was improperly assigned to others..."

No showing has been made in the instant case that any work normally performed by the incumbent was improperly assigned to others. Petitioner's position in this dispute, that Carrier is obligated to fill vacancies in work crews caused by the absence of the regularly assigned incumbent, has been consistently held to be erroneous in numerous awards of this Board (see, for example, Awards 1132, 3339, 6258 and Third Division Awards 12099, 14252 and 12358). We see no reason to depart from the previous reasoning on this issue.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Executive Secretary
National Railroad Adjustment Board

By Rosemarie Brasch
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 26th day of September, 1975.