

NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISIONAward No. 9489
Docket No. 9322
2-B&O-CM-'83

The Second Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Baltimore and Ohio Railroad Company

Dispute: Claim of Employees:

- No. 1. That Carrier violated the terms of the controlling Agreement and infringed upon the contractual rights of Claimant, Nick J. Maiorano, Haselton, Ohio, when on the date of November 21, 23, 26, 28, 29, and 30, 1979, they allowed a junior employee to work at DeForest Junction, Ohio, under the provisions of Article IV of the 1954 Agreement, in lieu of Claimant who had in fact, complied with all provisions embodied in the Article IV Agreement, and being a senior employee should have been called to work at DeForest Junction, Ohio in lieu of the junior employee.
- No. 2. That Carrier be ordered to compensate Claimant for all time lost account this violation as follows: November 21, eight hours at straight-time, November 23, eight hours at straight-time, November 26, eight hours at straight-time, November 28, eight hours at straight-time, November 29, eight hours at straight-time, November 30, eight hours at straight-time, for a total of combined hours, --- forty-eight --- (48) hours at straight-time, at \$9.21 per hour, for a total of \$442.08.

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 waived right of appearance at hearing thereon.

Prior to August 29, 1979, Claimant, N. Maiorano, held a regular assignment as a Carman at Haselton Terminal. Furloughed on August 29, 1979, he made a request for relief work at Haselton. The record reveals that following his request, Claimant was afforded various relief opportunities at Haselton.

A Carman less senior than Claimant, who also was regularly assigned at Haselton and who had also been furloughed, was used by Carrier at DeForest Junction to cover assignments on a relief basis. Because he was senior to this Carman, Claimant filed a claim alleging that he should have been offered the relief work rather than the less senior employee. Carrier denied the claim on the basis that Claimant did not have a valid request for relief work at DeForest on record, nor did he hold seniority rights at that point.

Form 1
Page 2

Award No. 9489
Docket No. 9322
2-B&O-CM-'83

A review of the record of this case reveals that the employe used at DeForest did have a valid request on record and that Claimant did not. Given the failure on the part of Claimant to demonstrate that he had a valid request on record for relief work at DeForest, the instant claim must be denied.

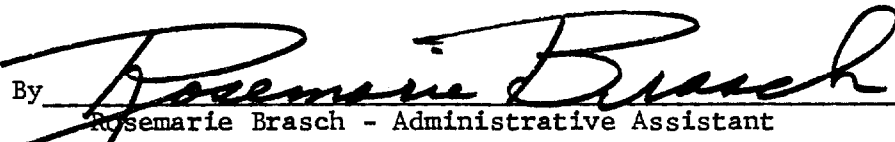
A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 18th day of May, 1983.