

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5611) that:

(1) The Carrier violated and continues to violate the rules of the Clerks' Agreement of December 1, 1956, as amended, when beginning around March 19, 1963 and continuing thereafter it ignored the provisions of Memorandum No. 24 as outlined on Pages 170 and 171 of said Clerks' Agreement and attempted to substitute therefore the provisions of a unilaterally designated interpretation of a Memorandum dated March 31, 1959, and that

(2) Clerk E. Rhodes shall now be paid eight (8) hours pro rata time at the rate of \$500.10 per month for Sunday, June 30, Tuesday, July 2, Friday, July 5, Saturday, July 6, Sunday, July 7, Saturday, July 13, and Sunday, July 14, 1963, account being run around by junior employe W. L. O'Quinn — Clerk Rhodes being the senior qualified, available, employe who stood for this work and who should have been called for service on these dates, and that

(3) Clerk B. E. Hooker shall be paid for the difference between the penalty rate of \$464.47 per month which he received and the penalty rate of \$483.11 per month which he should have properly received on July 2, 5 and 6, 1963 when he was not paid the higher rate as contemplated by Rule 34, Paragraph (d).

EMPLOYEES' STATEMENT OF FACTS: Under date of March 31, 1959 the System Committee negotiated a Memorandum Agreement in connection with Docket Claim File CL 6635, File CL 1177, which Memorandum Agreement was intended to, and did, qualify Memorandum No. 24 on Pages 170 and 171 of the Clerks' Agreement for situations where leaves of absence were involved. Copy of this memorandum is self-explanatory and is hereto attached and identified as Employes' Exhibit A-1.

March 19, 1963, then Terminal Trainmaster N. S. Smith, Savannah, Georgia Yard Office, issued a bulletin quoting from the Memorandum Agree-

Clerk T. E. Rhodes has never complied with the March 31, 1959 Agreement and thus was not entitled to be utilized to fill any temporary vacancy due to the absence of regularly assigned yard clerk. That is the reason Mr. Rhodes was not allowed to work.

It is a fact that the following letters were written by other Yard Clerks at Savannah, and they are:

Local Chairman L. C. Gooding — letter of August 13, 1963 (Seniority June 3, 1944).

C. R. Walker — letter of September 12, 1963 (Seniority December 1, 1948).

Robert L. Douglas — letter of October 26, 1963 (Seniority September 13, 1955).

W. R. Lincoln, Jr. — letter of February 20, 1964 (Seniority January 17, 1946).

These letters are attached as Carrier's Exhibits 1-C, 1-D, 1-E and 1-F, respectively.

FACTS AS TO PART (3) OF THIS AMENDED CLAIM

The fact is that Clerk B. E. Hooker was paid on June 30, July 2, 5 and 6, 1963, in strict keeping with the March 31, 1959 Agreement which states, in part:

"* * * and will be paid the rate of the position which he temporarily fills."

THE AGREEMENT

There is an agreement in effect between the parties, effective December 1, 1956, as amended. The latest agreement concerning the matter of filling temporary vacancies caused by illness, etc., of regularly assigned clerks, for 1, 2, 3, or more days up to 30 days, is dated March 31, 1959. The March 31, 1959 agreement supersedes and takes precedence over the December 1, 1956 printed agreement insofar as this particular matter is concerned. The Clerks' Agreement as amended by the March 31, 1959 Agreement was literally complied with by the Carrier. The claim filed and handled on the property up to and including the Director of Personnel was denied by all Carrier officers. That claim is not substantiated by any rule, interpretation, or practice on this property. The claim which the Brotherhood is here attempting to assert, was **never filed or handled** on the property.

(Exhibits not reproduced.)

OPINION OF BOARD: The factual situation and issues for determination in this instance were presented to this Board in Award 14633. Said Award 14633 being controlling, these claims will be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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 30th day of June, 1966.