

Award No. 15829
Docket No. CL-16145

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

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

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5975):

(a) Carrier violated 1(g), 3(a), 7(b) and related rules of the Clerks' Agreement at the Trailer Service Bureau, Elizabethport, N. J. on May 13, 1965 when it notified F. Yesalonia to work on temporary assignment assisting the Rate Clerk, failing to notify senior available employe A. Sobol to perform this work, and

(b) Carrier shall be required to compensate Mr. A. Sobol a day's pay, at the punitive rate, for May 13, 1965.

EMPLOYEES' STATEMENT OF FACTS: There is in effect a Rules Agreement effective December 15, 1952 between the parties to this dispute which sets out rules pertinent to this claim. All agreements are on file with this Board and portions of these agreements may be referred to without quoting in full.

Claimant A. Sobol is regularly assigned as Chief Revision Clerk at Metropolitan Freight Station, with tour of duty 8:00 A. M. to 4:30 P. M., rest days Saturday and Sunday.

F. Yesalonia is regularly assigned as Chief Rate Clerk also at Metropolitan Freight Station, with tour of duty 1:00 P. M. to 9:00 P. M., rest days Saturday and Sunday.

No dispute exists between the Carrier and the Organization concerning the seniority status of the employes involved in this claim, which is as follows:

A. Sobol — Group 1 seniority 10/1/37
F. Yesalonia — Group 1 seniority 3/23/42

On May 12, 1965 Mr. F. Yesalonia was notified there would be a temporary vacancy to assist Rate Clerk in the Trailer Service Bureau office (on the same floor and adjacent to the Metropolitan Freight Station office) and was requested if he desired to work the overtime on the temporary vacancy,

OPINION OF BOARD: Claimant had a seniority date of October 1, 1937, and was regularly assigned as Chief Revision Clerk at Metropolitan Freight Station with assigned hours from 8:00 A. M. to 4:30 P. M., with rest days of Saturday and Sunday. On Wednesday, May 12, 1965, Claimant was informed that he would be released from duty on the following date, May 13, 1965, in observance of his Birthday, and that he would be allowed one day's pay in accord with the provisions of the National Agreement of November 20, 1964. On May 13, 1965, the services of a qualified Rate Clerk were required to assist the incumbent Rate Clerk in the Trailer Service Bureau because of a back log of work in that Bureau. F. Yesalonia, with seniority date of March 23, 1942, regularly assigned as Chief Rate Clerk at Metropolitan Freight Station, hours 1:00 P. M. to 9:00 P. M., was called and used to provide assistance from 8:00 A. M. to 1:00 P. M. Claimant contends that because he was the senior available employe that he should have been called and used to perform this additional service.

Petitioner relies upon the provisions of Rule 7 of the Agreement in support of the claim. Rule 7 pertains to the filling of temporary vacancies. Petitioner's reliance on this Rule is misplaced for the reason that we are not dealing with a temporary vacancy, but rather with extra work. It is to be noted that Claimant would not have been available to perform this extra work but for the fact that he had been relieved from duty because of it being his Birthday.

Since Petitioner has completely failed to support the claim by a showing of violation of any Rule of the Agreement under which the Claimant would have had a demand right to the extra work in question it follows that the claim must be denied.

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 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

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of September 1967.

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