

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 22989
Docket Number MS-22942

Richard R. **Kasher**, Referee

(**J. O. Hudgins**

PARTIES TO DISPUTE: (

(Seacoast Transportation Company

STATEMENT OF CLAIM: "Claim of **J. O. Hudgins**:

1. Carrier violated the Agreement when it failed to call Truck operator **J. O. Hudgins** from the extra board to protect extra work.

2. Carrier violated the Agreement when it called **H. C. Belk** (**regularly assigned**) to protect extra work before the **extra** board was exhausted.

3. Carrier further violated the Agreement when it called **H. C. Belk**, not having hours available to protect his assignment after protecting this extra work.

4. Carrier acted arbitrarily when it blanked the assignment normally assigned to Mr. **Belk**.

As a consequence thereof, Carrier shall;

Compensate **J. O. Hudgins** for nine (9) hours at the straight time rate for Mr. **Belk's** position."

OPINION OF BOARD: The Claimant, Mr. **J. O. Hudgins**, is employed as a Truck Operator by Seacoast Transportation Company, a subsidiary of Seaboard Coast Line Railroad Company. On June 25, 1976, the date of the incident giving rise to the claim before this Board, **Claimant** was assigned to the Truck Operators' Extra Board at Orlando, Florida, and ~~was~~ subject to call Monday through Sunday. As an extra board **employee**, he was called for assignments in his turn but was not guaranteed a given number of hours nor work on any given day.

On June 25, 1976, Truck Operator **H. C. Belk** was regularly assigned to position **number** 116 at Orlando. The **hours** for that position were 8:00 a.m. to **6:00** p.m., including one hour for lunch. Mr. **Belk** ~~was~~ called in at **5:30** a.m., June 25, 1976, and worked continuously with his regularly assigned hours. The Organization filed a claim on August 16, 1976, alleging that the Carrier violated the Agreement by: (1) failing to call the Claimant from the extra board to protect extra work; (2) calling operator **H. C. Belk** to protect

extra work before the extra board was exhausted; and (3) calling H. C. Belk, who did not have hours available to protect his **assignment**, after protecting his extra work.

The **claim must** be dismissed. It should first be noted that the claim is not supported by any dates, times or rules of the alleged violation. The Claimant's submission consisted of a letter dated January 31, 1979, addressed to the Executive Secretary, Third **Division**, National Railroad Adjustment Board, stating **his claim and intention** to file an **Ex Parte** Submission.

The Carrier's position was that operator H. C. Balk was called **and** compensated in accordance with the Agreement. **Mr. Belk was** paid for nine (9) hours at the straight time rata and two and one-half (**2½**) hours at the overtime rate for his services on June 25, 1976. The Carrier argued that **Belk** was properly paid pursuant to **Rule 13(c)** of a Memorandum Agreement dated July 14, 1970, which reads as follows:

Rule 13

(c) Except as otherwise provided in these rules, **time** in excess of nine (9) hours, exclusive of the meal period, on any day, will be considered overtime and paid on the actual minute basis at the rate of **time** and one-half."

The Carrier also asserted that **position number** 116 was not blanked on June 25, 1976, and that the work for which Mr. **Belk was called to perform** did not fall within any of the categories listed in **Rule 8 - Extra Work -** which reads in pertinent part as follows:

"Rule 8 -- Extra Work

(b) **Extra** work is construed to be filling of **assignments** of employees on vacation, short vacancies, new assignments or vacancies pending **assignment**, terminal work not performed by employees on regular **assignments**, and seasonal work."

Noting the Claimant's failure to cite any date, time, or specific contractual violation, or to refute the Carrier's position, this Board dismisses the claim.

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 **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 Agreement was not violated.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 29th day of September 1980.