

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24204  
Docket Number CL-24085

Irwin M. Lieberman, Referee

**PARTIES TO DISPUTE:** { **Brotherhood of Railway, Airline and Steamship Clerks,**  
                                  { **Freight Handlers, Express and Station Employees**  
                                  { **(Missouri-Kansas-Texas Railroad Company)**

**STATEMENT OF CLAIM:** Claim of the System **Committee** of the Brotherhood (GL-9405)  
that :

1. The Missouri-Kansas-Texas Railroad Company violated the rules of the current **Agreement** between the parties, DP-451, including but not **limited to** Section 1 of Addendum No. 1 (**Extra Board Agreement**) at Fort Worth, Texas, when on August 10, 1979, It returned Clerk L. L. Stanfield to his **regular assignment** when he had not been **physically** displaced by the return of the regular assigned occupant of Position No. 4399.

• 2. Carrier shall **compensate** Clerk C. A. Johnson for two (2) days' pay at the **pro-rata rate** of **Relief** Clerk Position No. 1 for time lost during the **period** of **August 10 through September 2, 1979**, account being removed from a hold-dawn of **that position** in violation of DP-451.

**OPINION OF BOARD:** This dispute deals with a series of displacements involving six **different positions over a two month period**. During the handling of this dispute on the **property**, Petitioner **contends** that Claimant Johnson lost work **opportunities** on **Relief** Position No. 1 **during five days in August 1979 and one day in September**. Yet the Claim herein asks for two days compensation for **time lost during the same period**. There is no explanation **in the record to indicate the days for which pay is claimed**.

A study of the **record** indicates that **in the series of moves made** for the various open positions, the only bona fide hold-dawn **occurred on August 13, 1979** when Clerk Steele placed a hold down on the Live Stock Clerk position at Fort Worth, Texas. At that time Claimant Johnson had **already** been returned **to the Extra Board (on August 11) immediately following the observance** of two rest days. The earlier **vacancies** were all of short duration and not expected.

The Board concludes that even without consideration of the disputes concerning the facts, there **appears** to be no **merit in this Claim**. That conclusion is **grounded first** on the fact that the Claim itself is **vague and non-specific** as to the precise dates **for which payment is claimed**. Secondly, there appears **to be no evidence that Carrier violated the Agreement with respect to Claimant**.

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 denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: Acting Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 14th day of March 1983.

