

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25210
Docket Number CL-25014

I. M. Lieberman, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
PARTIES TO DISPUTE: (
(New Orleans Public Belt Railroad

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9757)
that:

1. Carrier violated the Agreement especially Rules 7, 9, 10, 15, 17, **among** others, when it allowed a junior employe to work the Assistant Belt Clerk position, Job Code 4111, when M. A. Campbell was senior and available to work.

2. Carrier shall now pay M. A. Campbell two and one-half 2-1/2 hours at the overtime rate for February 16 and 26, 1982, an **March** 5, 1982.

OPINION OF BOARD: This dispute involved the assignment of 2-1/2 hours of overtime on a number of days due to ~~the~~ **the incumbent** of the position being ill. The job of the incumbent, Clerk Gainey, had hours of 10 A.M. to 7 P.M. The position was filled by Clerk Baudier whose regular work day ended at 4:30 P.M. resulting in the 2-1/2 hours of overtime on the days in question. Claimant herein, more senior than Baudier, worked in the Engineering Dept. Baudier worked in Car Accounting, the same department as Gainey.

Petitioner insists that Campbell should have been called to fill the overtime portion of the assignment (at 4:30 P.M. on each **day**) based on seniority. Carrier denies any impropriety noting that Baudier was assigned to the work of Gainey along with his regular assignment in the department. Furthermore, Campbell was not available at the time the vacancy occurred and was working in a different department.

The record herein does not reveal any rules violation. Carrier apparently complied with Rules 52 and 39 which are applicable. This Board has dealt with similar questions in the past (see Awards 24235 and 24519). To reiterate the Board's position as previously expressed, it is unreasonable to expect Carrier to release an employe assigned to a temporary position **properly**, and replace that employe with another employe from a different department for the overtime continuation of the work, in the absence of specific contractual requirements. Since there is no apparent rule requirement to the contrary, we find that the employe properly assigned to an illness **vacancy** has the right to complete that assignment, including any overtime portion of the job.

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

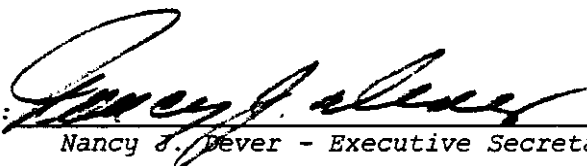
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 11th day of January 1985.

