

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25654
Docket Number CL-25314

Robert W. McAllister, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**

PARTIES TO DISPUTE:

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(Terminal Railroad Association of St. Louis

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (**GL-9830**)
that:

"1. Carrier violated the Clerks' Rules Agreement, when it physically moved Mr. E. B. Zielinski from his regular assigned position of Job No. 20-Keypunch, **CP Jct., Madison** Yard to position of Job No. 50 Customer Service at North end Eastbound at Madison Yard, a distance on one-eighth of a mile on date of November 30, 1982 and failed to properly compensate him. (Carrier's file **013-297-2**).

2. Carrier's action was arbitrary and unreasonable due to facts involved.

3. Carrier shall now be required to compensate Mr. Zielinski the amount of \$88.43 for date of November 30, 1982, representing the daily rate of **pay** of his regular position, Job No. 20, Keypunch, due to Carrier's arbitrary and unreasonable action.*

OPINION OF BOARD: The Claimant, E. B. Zielinski, holds a regular assignment, Job No. 20 Keypunch, 7:00 A.M. to 3:00 P.M. Monday through Friday. The rate of pay is \$88.43 per day. On November 30, 1982, the occupant of Position No. 50, Customer Service, was off due to sickness. At approximately 8:00 A.M. on the **30th**, the Claimant was moved from his regular position to fill the absent Customer Service employee's job which has a daily rate of \$103.24. The Claimant's job was blanked. The Claimant was qualified to fill the higher rated position.

The Organization claims the Carrier violated Rule 65, Guarantee. In pertinent part, it states:

"(a) Regularly assigned employees shall receive one day's pay within each twenty-four (**24**) hour period, according to location occupied **or** to which entitled, if ready for service and not used, **or** if required on duty less than eight (**8**) hours as per location, except on assigned rest days and holiday."

Essentially, the Organization argues that no emergency existed, and the Carrier failed to call the Senior available, Extra **Board** ~~Employee~~.

Rule 51(e) states, in pertinent part, that:

"Carrier may defer or may distribute in whole **or** in part the work of the absent employee. Employees assigned to perform the work of the absent employee will be compensated in accordance with the provisions of Rule 48."

Rule 48 provides that employees assigned to higher rated positions work shall **receive** the higher rate of **pay**.

We conclude that Rule 65 cannot be invoked in a vacuum. **Clearly**, Rule 51(e) contemplates the utilization of employees as presented by the facts of this case. The Organization has not established a Rule violation.

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

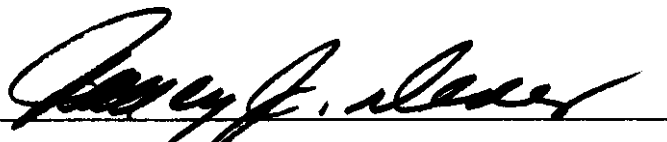
That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By Order of Third Division

Attest:



Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1985.

