

The Third Division consisted of the regular members and in addition Referee John B. LaRocco when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union  
(CSX Transportation, Inc.  
(Formerly The Louisville and Nashville Railroad Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood  
(GL-10431) that:

1. Carrier violated the Clerical Agreement on Friday, August 19, 1988, when it failed or refused to call me (Clerk L. J. Rhoton) to fill Position No. 151 at the Intermodal Ramp.

2. Carrier shall compensate me for one days' pay at time and a half for Position No. 151."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant alleged that the Carrier improperly called a junior extra board employee to fill Position 151 on the Intermodal Ramp at Gentilly Yard at New Orleans, Louisiana, on August 19, 1988. Claimant contends that the Carrier should have called him because the Guaranteed Extra Board Agreement, effective July 16, 1984, gave him preferential rights, on a seniority basis, to five shifts per week.

As of August 19, 1988, Claimant had already worked four shifts. The day before, the Carrier called him from the extra board and assigned him to a temporarily vacant Position No. 206. Thus, Claimant's rights were controlled by the specific language in Section II(d) of the Guaranteed Extra Board Agreement as opposed to the broad preferential rights provision. The first paragraph of Section II(d) of the Guaranteed Extra Board Agreement, which is derived directly from Rule 13(h) of the Schedule Agreement, reads:

"An extra board employee called to fill a vacancy will remain thereon for the duration of such vacancy unless displaced in accordance with agreement rules except he shall be released after completing five (5) shifts in his workweek beginning with Monday and will be returned to and marked up on the extra board for the following Monday."

Pursuant to Section II(d), Claimant was assigned to the temporary vacancy, which he worked later in the day on August 19, 1988, until he had completed five shifts. Since Claimant was assigned to a temporary vacancy under Section II(d), the Carrier could call a junior unassigned extra board clerk.

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 3rd day of April 1992.