

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

WILLIAM J. MORRIS

**THE NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT
(except Boston & Albany Division)**

STATEMENT OF CLAIM: Claim of William J. Morris:

1. THAT he is covered by the provisions of the "Clerks' Agreement," a contractual agreement between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, representing the employees, and the New York Central Railroad Company, the Carrier.

2. THAT the Carrier violated the provisions of the "Clerks' Agreement" by permitting an individual with no seniority in Class One to displace individual(s) with established seniority in Class One from position(s) of employment designated for Class One employees.

3. THAT the Carrier continues to violate the provisions of the "Clerks' Agreement" by permitting said individual to retain a position of employment designated for Class One employees to the exclusion of high seniority Class One employees.

4. THAT the Carrier should compensate the Claimant for losses sustained thereby, on the following basis:

First—Determine the total compensation paid the Claimant within the twelve month period immediately preceding the date of his displacement (May 29, 1959), hereinafter described as the twelve-month pre-displacement period, and divide by twelve to determine the average monthly compensation paid during the twelve-month pre-displacement period.

Second—Determine the total time worked by the Claimant within the twelve-month pre-displacement period, and divide by twelve to determine the average monthly time worked during the twelve-month pre-displacement period.

Third—That for each month subsequent to May 29, 1959, the date of the Claimant's displacement, in which the Claimant's compensation is less than the average monthly compensation paid him for the twelve-month pre-displacement period, he shall be paid the difference; less compensation to the extent that he is not available for service due to his voluntary absence; additional compensation to be paid at the rate of the position worked for any time worked in excess of the average monthly time worked during the twelve-month pre-displacement period.

Fourth—That all benefits applicable to the Claimant's position of employment during the twelve-month pre-displacement period, including pensions, hospitalization, medical benefits, transportation etc. shall be continued or equal compensation provided therefor under the same conditions as such benefits are accorded to employees in service or on furlough.

Fifth—That such monthly allowances and or benefits shall be terminated in the event of the Claimant's resignation, death or retirement on pension in accordance with the rules and practices applicable to railroad employees generally.

5. THAT a correct seniority roster should be issued.

OPINION OF BOARD: The record shows that the parties to the applicable agreement are in accord in that this is not a valid claim and in that it is not supported by the agreement between the parties. It therefore is without merit and is denied.

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 Employee involved in this dispute are respectively Carrier and Employee 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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 9th day of June, 1961.