

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

Walter L. Gray, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES
CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(a) That Carrier violated rules of the currently effective Agreement June 1, 1953, when on November 11, 1956, it did not properly fill the First Yard Clerk's position on the rest day of the regular assignee at Brookfield, Missouri.

(b) That R. C. Robinson, the regular assignee who was off on his rest day but available, be paid for wage loss sustained, i.e., one day's pay at overtime rate.

EMPLOYEES' STATEMENT OF FACTS: As of November 11, 1956, when this dispute arose there were eight clerical positions, one relief clerk and one janitor employed at Brookfield. Four of the eight clerical positions were designated as seven-day jobs under the Forty Hour Week Rules. A relief worker filled five days per week relief service and the remaining three days were filled by available furloughed or extra employees. Statement of the force employed at Brookfield with their rates of pay, hours of assignment, etc., is attached as Employees' Exhibit No. 1-A. There is also attached copies of bulletins and assignments to the jobs at Brookfield particularly involved in this dispute and marked Employees' Exhibits Nos. 1-B, 1-C, 1-D, 1-E, 1-F, 1-G, 1-H and 1-I.

The Claimant, Mr. Robinson, was regularly assigned to position of First Yard Clerk, seven-day per week position, Tuesday through Saturday, with Sunday and Monday of each week designated as rest days. The regular relief worker, Mr. Crafton, was assigned to relieve Robinson on his rest days, Sunday and Monday of each week. On Sunday, November 11, 1956, relief worker Crafton laid off, with permission, to attend training exercises in the Air Corp Reserve. The Carrier called no one to fill the relief requirements on Robinson's job but instead "annulled" the vacancy and arbitrarily assigned the work that was there to be performed to a relief worker McCollum, who was filling Ticket

that pay for time lost can only be made at the pro rata rate. This principle has been so well established that citation of authority should no longer be necessary.

The claim must be denied in its entirety.

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All data herein and herewith has previously been submitted to the Employees.

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(Exhibits not reproduced.)

OPINION OF BOARD: This dispute has arisen over whether there was a violation of the Clerks Agreement when the Carrier failed to call the Claimant to work on his rest day to fill a vacancy on a regular relief assignment.

Rule 30(k) states:

“Work on Unassigned Days — Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.”

We find that above rule is not applicable and there has been no violation of the Agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

We can find no violation of the Agreement and the claim is denied.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of December, 1961.