

Award No. 16966
Docket No. CL-17832

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES**

NEW ORLEANS PUBLIC BELT RAILROAD

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6502) that:

1. (a) The Carrier violated the Clerks' Agreement, particularly Section IV, Rules 2, 4, 8 and 13, when on May 5, 1967, it took the position that Miss Barbara J. Taylor in relinquishing the excepted position of Secretary to the Secretary-Treasurer was the same as a resignation or voluntary quit and disqualified her from exercising her seniority rights under the Agreement.

(b) Barbara J. Taylor shall now be permitted to exercise her seniority, retained under Section IV, Rule 13, of the Agreement, to positions under bulletin subsequent to her relinquishing the excepted position of Secretary to Secretary-Treasurer, listed in Section 1, Rule 4(o) of the Agreement.

(c) Barbara J. Taylor shall now be paid one day's pay for May 22, 1967, and every day thereafter, up to and including June 13, 1967, account (Mrs.) Anne E. McLeskey being temporarily appointed to forty (40) hour week assignment as General Stenographer-Clerk effective 8:00 A. M., May 22, 1967.

(d) Barbara J. Taylor shall now be paid one (1) day's pay for June 14, 1967, and every day thereafter that (Mrs.) Anne H. McLeskey is allowed to work assignment as Stenographer-Clerk (Job Code No. 3601), as described in Bulletin No. 1212, dated June 2, 1967; also for one (1) day's pay for any days Mrs. McLeskey may be absent due to being sick, on leave, or on vacation, and until this claim is settled.

EMPLOYEES' STATEMENT OF FACTS: On April 21, 1967, the claimant in this case, Barbara J. Taylor, with seniority date of April 14, 1965, as listed on seniority roster dated January 18, 1967, addressed letter to

OPINION OF BOARD: Claimant was employed by Carrier April 14, 1965, as a stenographer-clerk, and on March 21, 1966, appointed to the excepted position of Secretary to the Secretary-Treasurer. On April 21, 1967, Claimant informed the Acting General Manager and the Chief Clerk to General Manager by letter that she relinquished her position as of that date, but wished to retain her seniority as a clerk.

Carrier wrote Claimant, on May 5, 1967, that her action was the same as a resignation or voluntary quit, and by simultaneously taking an unauthorized leave of absence was disqualified under the Agreement to exercise her former seniority.

So long as Claimant retained her excepted position she also retained her seniority rights. This is in accordance with Section IV, Rule 13 of the Agreement:

"An employe accepting an official position with the railroad forfeits thereby no seniority rights."

However, when Claimant relinquished her position, and, in effect, took unauthorized leave in anticipation of bidding for the next or some subsequent position, she forfeited her seniority rights. She would then have been required to re-enter the service of Carrier under Section IV, Rule 3 (a) of the agreement as a new employe.

Therefore, we find that Carrier did not violate the Agreement.

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of February, 1969.

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