

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20606  
Docket Number MS-20669

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: (Paul Amsler Jr.  
(  
(Chicago Union Station Company

STATEMENT OF CLAIM: This is to serve notice as required by the Rules of the National Adjustment Board of my intention to file an ex parte submission in 30 days from date of this notice, covering an unadjusted dispute between me and the Chicago Union Station Company, located at 210 South Canal Street, Chicago, Illinois 60606, involving the questions:

Claim violation is for sixteen hours of pay for two days of work being denied to me after management allowed me to start a new scheduled guaranteed forty-hour work week set forth by the Extra Board Agreement as an extra board employee before this employment was terminated or abolished by management through force for being reassigned in my employment at Chicago Union Station Company on or about June 14, 1973.

First Question: Does Rule 18 Reducing Forces in the current Agreement between Chicago Union Station Company and the Steamship clerks eliminate management responsibility to the extra board employees in the fulfillment in work for the guaranteed forty-hour work week established by the Extra Board Agreement?

Second Question: Does Rule 18 Reducing Forces justify management refusal for wage compensation not being paid in lieu of work being denied to me that would have extended into my new position of employment in order for management to fulfill their obligation for a forty-hour guaranteed work week to me that started the day before my extra board employment was abolished by management?

OPINION OF BOARD: Claimant was a Mail Handler on the extra Board, with Monday and Tuesday designated as rest days. On June 7, 1973, Carrier (by bulletin) abolished four (4) positions, effective June 14, 1973, including the position then held by Claimant.

Thereafter, Claimant exercised his seniority rights to another position, with Thursday and Friday designated as rest days.

Claimant contends that he should be compensated for Thursday and Friday - the first two rest days of his new position, because (he argues) he was guaranteed a forty (40) hour work week on the abolished position, and the guaranteed week commenced on Wednesday, June 13, 1973. This contention is advanced notwithstanding the fact that the position itself was abolished on June 14, 1973.

Carrier argues that Claimant's rights on the extra Board ceased when his position was abolished, and he displaced to another position.

We are unable to find any rule cited by Claimant which supports his claim. Accordingly, the claim will be 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 Employes involved in this dispute are respectively Carrier and Employes 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1975.