

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21506  
Docket Number CL-21117

Dana E. Eischen, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees

PARTIES TO DISPUTE: (  
(Southern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7756) that:

Carrier violated the agreement when it failed or refused to assign the successful applicant, Claimant F. H. Money, to the Rest Day Relief Position advertised July 3, 1973.

For this violation, the carrier shall (1) now award to Claimant Money the position to which he was the successful applicant, namely the Rest Day Relief Position advertised July 3, 1973, and shall compensate him as follows:

- (2) pay him at the higher rate, beginning Friday, August 3, 1973, \$5.32 per hour for each Saturday, \$5.255 per hour for each Sunday, and \$5.41 per hour for each Wednesday, and
- (3) pay him at the time and one-half rate of the Rest Day Relief Position, beginning Friday, August 3, 1973, for Friday, August 3, 1973, and the same compensation for each Thursday and Friday thereafter, and
- (4) pay him a day's pay, at the straight-time rate of Inman Yard and Austell, respectively, beginning Monday, August 6, 1973, and pay him the same compensation for each Monday and Tuesday thereafter, and
- (5) pay him \$7.00 per day, beginning Friday, August 3, 1973, account working at Dalton, a different city or town from the position advertised.

OPINION OF BOARD: The facts comprising the background of this dispute are not contested. This claim alleges that Carrier violated the Agreement by cancelling a bulletin before expiration date. As remedy Claimant seeks appointment to the bulletined position, upon which he had bid, and retroactive compensation together with other alleged damages.

The record shows that Carrier issued on July 3, 1973 a bulletin advertising a relief position, with application to be received through July 14, 1973. Claimant, who then occupied a regular second trick assignment bid

on the new position. However, the bulletin was cancelled on July 12, 1973; ostensibly because as a result of changed conditions there was no longer five days of regular relief work to be performed. Claimant thereafter continued working the assignment that he previously occupied.

It is, of course, the prerogative of the Carrier to determine its work force. The record contains no evidence of regular employees working on their assigned rest days for the purpose of withholding work from additional relief employees.

The record before the Board affords no basis for finding a 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 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of April 1977.

