NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 22307
THIRD DIVISION Docket Number CL-22305

Don Hamilton, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employes
(Pittsburgh, Chartiers & Youghiogheny Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8491) that:

Claim No. 1

(1) Carrier violated the Rules Agreement effective May 1, 1944, as amended, particularly Rule 4-A-1 and other rules as well as the Extra List Agreement effective August 21, 1972, when it failed to properly compensate J. A. Wright for Monday, December 8, Saturday, December 27, Monday, December 29 and Wednesday, December 31, 1975

(2) Carrier shall be required, as a result, to compensate J. A. Wright the difference between straight time allowed and to overtime to which entitled for working a second tour of duty on the above dates. (PC&Y 2-76) (P-284)

Claim No. 2

(1) Carrier violated the Rules Agreement effective May 1, 1944, as amended, particularly Rule 4-A-1 and other rules as well as the Extra List Agreement effective August 21, 1972, when it failed to call and work J. A. Wright on Sunday, December 28, 1975 and Sunday, January 4, 1976 on Position G-2.

(2) Carrier shall be required, as a result, to compensate J. A. Wright a day's pay at the straight time rate of Position G-2 for each of the above dates. (PC&Y 1-76) (P-283)

OPINION OF BOARD: Rule 4-A-1 provides in part:

> "A relief or extra employe who performs relief work in two or more positions within a twenty-four hour period will be paid straight time for the first eight hours worked in each position. For time worked in excess of eight hours on any of the positions so relieved, he will be paid time and one-half."

The Claimant is assigned to the extra list maintained to fill vacancies and to perform extra work under the jurisdiction of the superintendent. On the days involved in this case, the Claimant was required to perform extra service by filling two separate vacancies within the same 24 hour period. He was compensated for eight hours at the straight time rate for each position filled on those dates. He seeks compensation at the overtime rate for the second eight hours involved on each date.

The Organization contends that an extra clerk used to perform service in the absence of a regularly assigned employe, including a regularly assigned relief employe, is performing extra service and not relief service.

The Carrier contends that an extra clerk filling vacancies on regular positions is performing relief work. The Carrier further argued that for 25 years they have interpreted Rule 4-A-1 as requiring compensation for an extra clerk at the pro rata rate for both assignments within a 24-hour period when the extra clerk was used to fill a vacancy in a regular position on each assignment.

We have reviewed the prior rulings of this Board, especially Award 5415 and Award 10780.

We are inclined to agree that the Carrier has properly applied Rule 4-A-1 in the instant case and the claims are, therefore, 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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of February 1979.