

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22785
Docket Number CL-22512

James F. Searce, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8586)
that:

1. Carrier violated the terms of the Agreement between the parties when it failed and refused to call Rotating Extra Board Employee, D. R. Smith, to fill a vacancy to perform the service of hauling train crews from Chaffee, Missouri, to St. Louis, Missouri, on each date of June 18 and 23, 1977.

2. Carrier shall now be required to compensate Rotating Extra Board Employee, D. R. Smith, an additional eight hours pay for each date of June 18 and 23, 1977.

OPINION OF BOARD: Claimant herein was an Extra Board employee, regularly assigned to Rotating Extra Board No. 1 at Chaffee, Missouri. Having worked Tuesday through Friday, June 14 through 17, protecting a certain vacancy, he was notified on that Friday to protect a different position the following day, Saturday, June 18; such assignment was to be during the hours of 3:30 p.m. to 11:30 p.m. At 11:00 a.m. on that Saturday, it became necessary to deadhead a train crew by automobile from a different location to St. Louis; such work would commence prior to but overlap (apparently) the 3:30 p.m. to 11:30 p.m. schedule to which the Claimant was previously assigned. Apparently no other Rotating Extra Board employees or Extra List employees were available and a regularly assigned clerical employee on his rest day was called to perform the crew transporting duties.

On June 20 and 21 -- a Monday and Tuesday -- Claimant protected a represented position at Chaffee. The next day, June 22 -- a Wednesday -- was observed by the Claimant as a rest day. During that day, he was called and notified to protect a different vacancy at a different location -- Cape Girardeau -- on the following day, June 23 beginning at 3:00 p.m. Apparently, shortly after making this assignment, the Carrier found it necessary to deadhead a train crew via automobile between Chaffee and Rush Island -- different locations from that to which the Claimant had been assigned to work the following day. Such assignment was to commence at

4:00 a.m. on June 23, it apparently terminated prior to the shift to which Claimant was assigned to work on that date. Having made the June 23 assignment to the Claimant, the Carrier considered him non-available; there being no other Rotating Extra Board or Extra List employee available, the Carrier called a regular assigned clerical employee on his rest day to perform service.

At issue here is the application of Article X, Section 1(f) of the December 1, 1969 Agreement between the parties:

"Incumbents of extra board positions will have preferential rights over extra list employees to short vacancies, temporary assignments on clerical and telegrapher positions, training, assisting other clerks and/or telegraphers, or for any other work in the clerical and telegrapher crafts, and will be notified or called to work on a rotating basis, first-in, first-out."

According to the Carrier, the operative phrase in this provision is "notified or called to work." According to the Organization this Rule is properly implemented by permitting an affected employee any such opportunities that might arise before he is actually required to commence work on an assignment. This Rule is obviously intended to permit the coverage of vacancies by use of Rotating Extra Board and Extra List employees so as to ensure an uninterrupted work process. The work increment of transporting the train crew on Saturday, June 18 overlapped the previously scheduled assignment to the Claimant of that date; this Rule cannot be construed to permit a "picking and choosing" of such assignments. In the latter case there was no such overlap. According to the record, the knowledge of the need to transport the train crew came shortly after notice was given the Claimant of the work assignment for the following day. It is also noteworthy that he was observing a rest day on the day of notification.

We find the latter situation distinguishable from the former. Article X, Section 1 (f) recognizes that Extra Board employees have preferential rights to assignments as described herein. The Carrier was not denied the opportunity to ensure coverage of vacancies by alerting the Claimant to the earlier work opportunity. To find otherwise is to sanction the "picking and choosing" by the Carrier which job to offer an Extra Board or Extra List employee, when two assignments might arise simultaneously -- one offering a nominal opportunity for work and the other a more extensive one. We conclude that the timing of

such work assignments permitted the notification of the Claimant and allowed for the exercise of an option, without violation of the Rules.

Consequently, we order compensation for the claim of June 23.

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 violated.

A W A R D

Claim sustained as set out in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A.W. Paulson*
Executive Secretary

Dated at Chicago, Illinois, this 14th day of March 1980.