

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25394
Docket Number CL-24887

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(
(Maine Central Railroad Company
(Portland Terminal Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9674) that:

1. Carrier violated the Agreement between the parties, December 25, 1980, (Holiday) when it required another employe to work and also had an employe outside the Scope of the Agreement perform claimants regular assigned duties on said date.

2. Carrier shall compensate C. L. Caler, Call Boy, 3 PM - 11 PM, Rigby, Maine, four (4) hours at punitive rate of pay, December 25, 1980, (Holiday) account calling of crew at 4:07 PM on said date was performed by another employe and/or employes outside the Scope of the Agreement.

OPINION OF BOARD: On December 25, 1980, Claimant C. L. Caler, the regularly assigned 3:00 P.M. to 11:00 P.M. Call Boy at Rigby, Maine, was instructed to report to work at 7:00 P.M. and not his usual time of 3:00 P.M. At 4:00 P.M., yard Brakeman reported off sick. The General Yardmaster took the call and instructed a Clerk to call a Trainman from the Spare Board to cover the assignment of the Brakeman who had reported off. Organization contends that Claimant should have been allowed to perform the service, since it is his normal job to call and fill vacancies of Trainmen from the Spare Board and requests four hours at the punitive rate for Claimant.

The Board has reviewed the instant claim and must conclude that the Carrier did not violate the Agreement and that an employe outside the Scope of the Agreement did not perform work that he would not normally be allowed to perform. A covered employe, a Clerk who was on duty, was told by the General Yardmaster to call an extra Yard Brakeman to replace one who reported off sick. The total time involved was ten minutes. This Board can find no rule support for the instant claim or any rational reason to call Claimant into work at 4:00 P.M. on Christmas Day to call an extra Yard Brakeman when a Clerk was already on duty who could do it.

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:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 15th day of April 1985.