

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30406
Docket No. CL-30679
94-3-92-3-461

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Transportation-Communications International
(Union
(
(CSX Transportation, Inc. (former
(Chesapeake and Ohio Railway Company)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-10828) that:

1. Carrier violated the Agreement between the parties when on August 11, 1990, it failed to use Clerk G. H. Sweda to perform overtime work as Relief Car Distributor, Position 0740-126.
2. Carrier shall now be required to compensate Clerk G. H. Sweda eight (8) hours at the overtime rate of \$2,843.93 per month for August 11, 1990, account available and not used."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

On Saturday, August 11, 1990, a temporary vacancy occurred on the "Manual Room" Relief Car Distributor, Position No. 0740-126. Carrier filled the vacancy by having two incumbent Manual Room Car Distributors split the shift. The Organization filed a Claim contending that splitting the shift was improper, and that Claimant, who is not an incumbent of a Manual Room Car Distributor position, should have been called.

Rule 35 provides for "local agreement" in the allocation of overtime. The operative instructions applicable for Manual Room Car Distributor overtime, provide, in part:

"It should be noted that the four regular incumbents of Manual Room positions have first preference, not only for his/her regular shift but also for any other time which becomes available in the Manual Room operation."

This provision makes it clear that incumbents of Manual Room positions have preference for "any other time which becomes available" in the operation. The Organization has not cited a provision that prohibits the splitting of this "any other time" between two employees. Accordingly, none can be read into the Agreement. The Claim is without Rule support.

AWARD

Claim denied.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 8th day of August 1994.