

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 35383
Docket No. CL-35882
01-3-00-3-10**

The Third Division consisted of the regular members and in addition Referee Gerald E. Wallin when award was rendered.

**PARTIES TO DISPUTE: (Transportation Communications International Union
(CSX Transportation, Inc. (former Seaboard Coast Line
(Railroad)**

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood (GL-12523) that:

- (a) The Carrier violated the terms of the Clerks' General Agreement, particularly Rule 35 and the Local Overtime Agreement, and the Employee Protective Agreement of July 1, 1980, when on January 4, 5, 11 and 12, 1997, CSXT called out junior furloughed clerk Carol Jarrells to work Overtime at Danville, West Virginia.**
- (b) The Carrier shall now allow Claimant R. L. Cottrell a total of 8 hours at the overtime rate as shown above, in addition to other earnings for each date.”**

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 were given due notice of hearing thereon.

Careful review of the record establishes that the Claimant held a Traveling Relief Clerk position headquartered at South Charleston, West Virginia. His duty days were Saturday through Wednesday. The Claimant provided relief in Danville, West Virginia, one day per week on Monday for which he received travel time of one hour each way from and returning to his South Charleston headquarters, a distance of approximately 33 miles.

The claim dates are all Saturdays and Sundays. On these dates, the Claimant was assigned to work in South Charleston. Given the distance involved, the Claimant could not have worked the overtime claimed in Danville, from Midnight to 8:00 A.M., and still have protected his assignment at South Charleston beginning at 8:00 A.M.

The Organization bases the instant claim on Rule 35, the terms of a local Agreement, and the July 1, 1980 Employee Protective Agreement. Due to the conflict in shift hours described, we do not find the facts of record to establish a violation of Rule 35 or any other Agreements. Moreover, no past practice has been established that would produce a different determination.

AWARD

Claim denied.

ORDER

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 20th day of March, 2001.