

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS
AND STATION EMPLOYEES

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: "Claims of—

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| (1) H. C. Grayson for wage loss in the amount of \$2.64 per day, representing the difference in pro rata and punitive rates on position, rated \$5.29 per day on Sunday, February 21, Washington's Birthday, February 22nd, Sunday, February 28th, Sunday, March 7th, and Sunday, March 14, 1937, total 5 days..... | \$13.20 |
| (2) A. A. Piper, Car Clerk, rate \$5.24 per day (Sundays and holidays), February 7th, 14th, 21st, 22nd, 28th, 1937, total 5 days | 13.10 |
| (3) D. E. Wilson, Waybill Clerk, rate \$5.39 per day (Sundays and holidays), February 21st, 22nd, 28th, March 7, 1937, total 4 days..... | 10.78 |
| (4) J. C. Tinsley, Switching Clerk, rate \$5.64 per day (Sundays and holidays), February 14th, 21st, 22nd, 28th, March 7, 1937, total 5 days..... | 14.10 |
| (5) D. W. Zismer, Waybill Clerk, rate \$5.39 per day (Sundays and holidays), February 14, 1937, total 1 day..... | 2.69 |
| Total | \$53.87 |

account violation of Rule 60 (Sunday and holiday work) when Carrier converted six (6) day assignments into seven (7) day assignments on the days and date shown."

STATEMENT OF FACTS: H. C. Grayson, Stenographer-Clerk, rate \$5.29 per day, at North Little Rock Yard Office, prior to the issuance of bulletin on February 19, 1937, was regularly assigned to work six days per week, which position had been so assigned for a number of years.

A. A. Piper, Car Clerk, rate \$5.24 per day, at Little Rock Local Freight Office, prior to the issuance of bulletin on February 5, 1937, was regularly assigned to work six days per week, which position had been so assigned for a number of years.

D. E. Wilson, Waybill Clerk, rate \$5.39 per day, at Little Rock Local Freight Office, prior to the issuance of bulletin on February 10, 1937, was regularly assigned to work six days per week, which position had been so assigned for a number of years.

OPINION OF BOARD: Under the wording of Rule 60, the carrier is not prohibited from changing six-day assignments to seven-day assignments, or vice versa. However, the parties to this dispute agree that when Rule 60 was promulgated and incorporated in the agreement between them, the following understanding was had:

"This rule must be fairly applied so as to eliminate any opportunity for complaint of sharp practice; there must be reasonable regularity of assignment."

When the positions in question were converted from established six-day assignments to seven-day assignments, it was known that the change would be but for a brief period because of the abnormal traffic movement to and through Little Rock Terminal. Those circumstances, under the interpretation given by the understanding quoted above, did not in this instance justify the change in the assignments.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

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 change in the assignments was in violation of the understanding between the parties as to the application of Rule 60.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary.

Dated at Chicago, Illinois, this 29th day of October, 1937.