Award No. 2101
Docket No. CL-2026

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert B. Rudolph, Referee

PARTIES TO DISPUTE:

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

GULF COAST LINES, INTERNATIONAL-GREAT NORTHERN RAILROAD COMPANY, SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY, SUGARLAND RAILWAY COMPANY, ASHERTON & GULF RAILWAY COMPANY

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Clerks' Agreement in January 1941 by refusing to permit Head Timekeeper F. E. Farris to work overtime in the assembling and compiling of information dealing with the Full Crew and Train Length Bills, Also

(b) Claim that Mr. Farris be compensated for all losses sustained.

EMPLOYES' STATEMENT OF FACTS: Mr. F. E. Farris is Head Timekeeper in the Superintendent's office at Kingsville. He is in charge of and responsible for the Timekeeping Department.

Among other duties, he is required to compile statements and estimates of train costs from time to time.

Periodically the Carrier has compiled statements of train costs in connection with Full Crew and Train Length Bills and, with the exception of this one instance, the Head Timekeeper has been in charge of and supervised the assembling of the information and the compiling of the statements.

The information developed and shown on the statements consisted of:

(a) Number of trains under 50 cars.

(b) Number of trains 50 cars up to 70 cars.

(c) Number of trains over 70 cars.

The above was separated by classes, freight, local and passenger, together with the actual cost of operation, after which it was necessary to compute the additional cost under the Full Crew and Train Length Bills.

As advised you in conference today, the work in connection with Full Crew Bill was of a general nature and was not confined to any one department in the office and as there was no timekeeping involved in making up the statement, Mr. Farris' claim is declined.

Yours very truly,

CC—Mr. A. B. Kelly. (Signed) W. G. Choate."

POSITION OF THE CARRIER: By referring to the letters addressed to the General Chairman by the Superintendent, the Assistant General Manager and the General Manager, as quoted in the Carrier's Statement of Facts, it will be noted that the General Chairman was advised that the work in connection with the Full Crew Bill was of a general nature and was not confined to any one department in the office; and that there was no timekeeping involved in making up the statement.

The Organization in support of its position in this case relies upon Rule 45 (b), as contained in the current agreement with the Organization, dated November 1st, 1940, reading as follows:

Rule 45. Authorizing Overtime

(b) In working overtime before or after assigned hours, employes regularly assigned to class of work for which overtime is necessary shall be given preference; the same principle shall apply in working extra time on Sundays and holidays.

The work required in performing the special statement outlined in the Carrier's Statement of Facts did not involve the class of work regularly assigned to any specific group of employes. The Chief Timekeeper checks employes' daily or trip time returns; records time to individual employes; handles deduction orders signed by and to be taken from the pay of employes; totals the time of individual employes; applies the proper rates and calculates the compensation to be listed on the payrolls at the end of each pay period; checks the payrolls after they have been typed and also supervises the work of the other employes in the timekeeping department. None of the above work which is assigned to the Chief Timekeeper was performed in the compilation of a special statement reflecting the information which the Superintendent had been requested to furnish. The work being of a general nature, as heretofore indicated, the Superintendent's Chief Clerk designated certain employes in his office to work overtime for the purpose of performing the necessary work in the compilation of the special statement heretofore referred to, and in doing so selected certain employes from the three departments established in his office, that is, the timekeeping, accounting and statistical.

It is the contention of the Carrier that the work being of a general nature, and not work which devolves upon any class of employes by assignment except when specially assigned to perform the work, and the further fact that the work performed was not such as regularly performed by the Chief Timekeeper, under Rule 45 (b) the Carrier was not obligated to require him to work overtime as claimed by the employes; and your Honorable Board is respectfully petitioned to sustain the position of the Carrier.

OPINION OF BOARD: Claimant contends he should have been assigned to take part in certain work performed on an overtime basis. This claim is predicated upon Rule 45 (b) which is, as follows:

"In working overtime before or after assigned hours, enployes regularly assigned to class of work for which overtime is necessary shall be given preference; * * *."

The work performed consisted of compiling information to disclose the cost to the carrier should the so-called "Full Crew Bill" be enacted by the Texas legislature. The detail of the work is disclosed by the record and will not be restated. The record discloses that whenever this work was performed on prior occasions, not on an overtime basis, the claimant was assigned to the work. The record further discloses that at least a portion of the work, the wage cost, was of the same class that claimant is regularly called upon to perform in estimating costs of trains. While it might be that others in the timekeeping department assist in estimating such costs, we think it clear from the record that claimant is the one called on and primarily responsible for the estimation of such costs. We think it follows that, if only two from the timekeeping department were required to perform this work, claimant should have been one of the two, under the express provisions of Rule 45 (b).

Claimant makes no claim to the exclusive right to perform all of the work in the preparation of the report; he claims only the right to have participated in the work. Claimant should be compensated on the basis that he was one of the two selected from the timekeeping department to work on the report.

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 employe involved in this dispute are respectively carrier and employe 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 carrier violated Rule 45 (b) in not giving preference to claimant.

AWARD

Claim (a) Sustained. Claim (b) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 8th day of March, 1943.