

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Frank Elkouri, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated the Agreement when on June 20, 1951 and subsequent dates, it required Clerks F. T. Norvell, A. W. Hurley, C. J. Harvey and E. M. Hocter to suspend work during regular hours to absorb overtime.

(b) Claimants Norvell, Hurley, Harvey and Hocter shall be compensated at pro rata rates for the time so withheld from their assigned duties and required to perform work assigned to other Clerks on June 20, 1951 and subsequent thereto until the condition is corrected.

EMPLOYEES' STATEMENT OF FACTS: The claimants are employees holding seniority in Group 1 (Clerks) in the seniority district comprising Office of Auditor of Freight Accounts, Atlanta, Georgia. Their seniority dates and rates of pay are as follows:

NAME	POSITION	SENIORITY DATE	DAILY RATE
F. T. Norvell	Rate Clerk	April 23, 1924	\$15.62
A. W. Hurley	Rate Clerk	March 16, 1926	\$15.04
C. J. Harvey	Rate Clerk	Sept. 9, 1920	\$15.73
E. M. Hocter	Rate Clerk	Sept. 11, 1922	\$15.73

(Note: The above rates of pay do not include so-called cost-of-living or "escalator" adjustments.)

The claimants are assigned to a work week of Monday through Friday, the hours being from 8:15 A.M. to 4:45 P.M.

A Statement from each of the claimants is attached hereto, the statements being identified as Employees' Exhibits (A-1), (A-2), (A-3 and (A-4).

Claimants are regularly assigned to Rate Clerk positions, the duties of which are stated by vacancy bulletins to be as follows:

"To recheck received, forwarded and overhead abstracts of revenue settlements and distribute revenue of carriers."

All relevant facts and arguments involved in this dispute have heretofore been made known to the employe representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claim herein involves the work of rechecking and revising abstracts of revenue settlements covering forwarded milled-in-transit traffic. The Employes contend that this work is regularly assigned exclusively to positions occupied by Clerks Fairfax and Bupp, and that the Carrier improperly assigned such work to Claimants Norvell, Hurley, Harvey and Hootor on June 20, 1951 and thereafter. The Carrier contends that this work is a part of Claimants' regularly assigned duties.

The Employes note that the positions held by Clerks Fairfax and Bupp were established in 1937 and 1938, and they admit that "Prior to that time, revision of forwarded transit was performed by Clerks occupying positions now held by claimants." In this connection it is significant that the very same bulletin which advertised the preponderating duties of Claimants' positions long before 1937 and 1938 **still** covers Claimants' positions; it has not been changed. That bulletin includes among the preponderating duties of Claimants' positions the rechecking of "received, forwarded and overhead abstracts of revenue settlement," and thus would certainly appear sufficiently broad to including the milling-in-transit abstracts involved in the present case. They obviously are not expressly excluded. And, to repeat, the Employes themselves admit that at least prior to 1937 such abstracts were considered by practice to be within the language of the bulletin.

Indeed, the Record abundantly and significantly establishes that for many years prior to the establishment in 1937 and 1938 of the positions held by Clerks Fairfax and Bupp, **and continuing after the establishment of such positions**, the occupants of Claimants' positions performed a substantial amount of rechecking and revision of milling-in-transit abstracts on forwarded freight. The fact, standing alone, that performance of such work by Claimants was temporarily deferred beginning in July 1949 can hardly support the Employes' contention that performance of same at the end of the temporary period was not proper, for Claimants were assigned to perform the very same preponderating duties both before and after the temporary deferment. The Employes do rely on the fact that the bulletin covering the positions held by Clerks Fairfax and Bupp specifically mentions milling-in-transit abstracts; but on the Record as a whole it seems reasonably clear that the specific mention of milling-in-transit abstracts in that bulletin was intended to insure that occupants of the positions covered thereby would handle milling-in-transit abstracts but not non-milling-in-transit abstracts. In any event, there is nothing in the bulletin nor any action by the Carrier to indicate that it was intended that milling-in-transit abstract work should be considered as exclusively assigned to the positions occupied by Clerks Fairfax and Bupp, and, as has been noted, the bulletin covering Claimants' positions is sufficiently broad to include such work and has always been interpreted in practice to do so.

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 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 Carrier did not violate the Agreement.

AWARD

Claims (a) and (b) both denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois this 29th day of October, 1953.