

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

*Harold M. Weston, Referee*

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**PARTIES TO DISPUTE:**

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD  
COMPANY**

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

*The Carrier violated the Clerks' Rules Agreement when it failed to comply with the provisions of the Forty-Hour Week Agreement, Preservation of Rate Rule, Memorandum No. 9, Overtime and Call Rules.*

Therefore, the Carrier shall now be required to:

1) Compensate Employee W. L. Leighty for the difference between his chauffeur rate of pay and the Local Storekeepers rate of pay for eight (8) hours at time and one-half for each Saturday from September 1, 1949 until December 15, 1952.

2) Compensate Employee W. L. Leighty for eight (8) hours at the straight time rate of pay of his regular chauffeur position for each Monday from September 1, 1949 until December 15, 1952.

3) Compensate Employee L. R. Lange for eight (8) hours at the time and one-half rate of pay of his regular Local Storekeeper position for each Saturday from September 1, 1949 until December 15, 1952.

**EMPLOYEES' STATEMENT OF FACTS:** Employee W. L. Leighty is regularly assigned to the position of Chauffeur in the Store Department at Cedar Rapids, Iowa. The duties of that position consist of chauffeur work in connection with the handling and hauling of material, supplies, etc., and other related work.

Employee L. R. Lange is the regularly assigned Local Storekeeper in the Store Department at Cedar Rapids, Iowa. The work of the Local Store-

consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. This rule is subject to the following provision:"

During the period of this claim the Carrier staggered the work weeks of two (2) employes to meet operational requirements and in accordance with the provisions of Rule 27 (c), titled "Six Day Positions" and reading:

"(c)—Six Day Positions

Where the nature of the work is such that employes will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday."

one employe was given rest day of Saturday and Sunday and the other was given rest days of Sunday and Monday. No violation of the Agreement existed in connection with this arrangement as contended by the employes. To the contrary, it was strictly in accordance with the provisions of the schedule rules. The employes attempt to argue that the duties of the chauffeur were performed in 5 days and therefore Claimant Leighty should have been assigned rest days of Saturday and Sunday. However, such was not the case as the work of handling material was necessary six days per week during the period involved in the claim. On Monday the necessary material handling work was performed by the local storekeeper. On Saturday, as the employes have stated, it was performed by the chauffeur and on Tuesday, Wednesday, Thursday and Friday both employes performed the work of handling material, with the chauffeur performing the preponderance of that work.

The employes have argued that the local storekeeper and chauffeur positions were two (2) separate and distinct positions and therefore any work occurring on their rest days would be overtime work belonging to the regular occupant of the position and on that basis they allege a violation of the Overtime and Call Rules and Memorandum No. 9 (which is an agreed to application of Paragraphs (f) and (g) of Rule 32. Neither the Memorandum nor the Overtime or Call Rules have any application in this case where the work weeks of the two (2) employes in the same seniority district were staggered to meet operational requirements and provide "6-day" service. As we have set forth above, Board Awards support the principle of staggering work weeks to meet operational requirements in accordance with the 40 Hour Week Agreement.

In view of the facts and circumstances in this case there can be no basis for the claim and we respectfully request that it be denied.

All data contained herein has been presented to the employes.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Prior to September 1, 1949, the Carrier maintained two positions in its Store Department at Cedar Rapids, Iowa, one designated as Local Storekeeper and the other as Chauffeur, each assigned to work six days per week—Monday through Saturday. With the advent of the 40-hour Work Week, the Carrier staggered the work week of these employes, the Local Storekeeper being assigned to work Monday through Friday, and the Chauffeur Tuesday through Saturday. These staggered work weeks

were continued until December 15, 1952, when both employes were assigned to work Monday through Friday. Due to the use of diesel power, it was no longer necessary to operate the Store Department on Saturdays.

It is undisputed that, during the times in question, both employes were in the same seniority district, carried on the same seniority roster and employed at the same location. It also appears that during the period covered by the claims, the Local Storekeeper was called upon to perform the Chauffeur's work on Mondays, while the Chauffeur performed the Local Storekeeper's duties on Saturdays. As numerous awards make clear, the combination of the duties of these two positions, under the circumstances of this case, was proper and consistent with the Carrier's commitments. See, e. g., Awards 8278, 8136 and 6946. The claims accordingly will be denied.

**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 Carrer 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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 4th day of November, 1959.