

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, beginning March 28, 1955, it required Mr. W. T. Duke, Clerk-Stenographer, Office of Master Mechanic, Atlanta, Georgia, to suspend work on his regular position and fill the position of Clerk on the rest days of the regular assignee of that position, namely Mr. H. E. Lanier.

(b) Mr. W. T. Duke, his successors or substitutes, shall now be additionally compensated at the pro rata rate of the position of Clerk-Stenographer for each day beginning 60 days prior to date claim was made (August 17, 1955) and continuing until the violation shall have been corrected.

(c) Mr. H. E. Lanier and his substitutes or successors shall now be additionally compensated at proper rate of time and one-half the rate of his position for each day beginning March 28, 1955, that he has been improperly relieved on his rest days, continuing until the violation shall have been corrected.

EMPLOYEES' STATEMENT OF FACTS: This claim involves two of some fourteen positions in the Office of Carrier's Master Mechanic, Atlanta, Georgia.

Claimant Lanier's position of Clerk is long established, and prior to September 1, 1949, was considered a seven-day position necessary to the continuous operation of the Carrier. Effective September 1, 1949, Claimant Lanier's position of Clerk was assigned rest days of Monday and Tuesday, the rest or "unassigned days" of Tuesday being included in relief assignment Number 4, Mondays being worked by a furloughed employe.

Sometime subsequent to September 1, 1949, the incumbent of relief assignment Number 4, Mr. F. J. Lanford, was verbally instructed to no longer relieve Claimant, Mr. Lanier, on Tuesdays, but to work at Inman Yards, some

Again in Third Division Award 6969 (ORT v. Southern Railway), Carrier assigned an employe in its relay office at Washington, D. C., to work five days, consisting of four days as telegrapher-printer operator and one day as assistant wire chief, which coincide with one of the rest days of the regular assistant wire chief. There, as in the case now before the Board, it was alleged that Carrier required this employe to vacate the telegrapher-printer operator position one day each week in order to perform rest day work on the higher-rated assistant wire chief position. The Board found that all employes in the relay office performed similar work, were covered by the same agreement, in the same seniority district, and carried on the same seniority roster. In denying the claim, the Board said:

"The rules governing the staggering of work weeks and the assignment of rest day work is fully discussed in Award 6946. The assignment here questioned was clearly within the purview of Rule 4 (e). It is also consistent with the rules permitting the staggering of work weeks and the methods provided for assigning necessary rest day work."

Carrier has shown that during the period in question, Claimants Duke and Lanier occupied clerical positions in the same office. They are in the same clerical seniority district and carried on the same seniority roster. All clerical work necessary to be performed on Claimant Lanier's rest days (Monday and Tuesday) was performed by Clerk-Stenographer Duke, and other clerks in the office who were regularly assigned to work on those days. Under the staggered work week assignments, an additional relief clerk was neither needed nor required. The arrangement was clearly consistent with the provisions of Rule 25 permitting the staggering of work weeks and the methods provided for assigning necessary rest day work.

There was no violation of the agreement as alleged by the Employees in this case, and Carrier respectfully requests that the Board so hold and that the claim be denied in its entirety.

All pertinent facts and data used by the Carrier in this case have been made known to the employe representatives.

(Exhibits not Reproduced)

OPINION OF BOARD: The Record shows that Claimant W. T. Duke absorbed some of the duties of Claimant H. E. Lanier during his regular tour of duty on the latter's rest days. Both employes were assigned to seven-day operation within the same seniority district, group and location. It appears that a proper stagger of the workweeks of the employes involved was made and as a consequence there is no merit to the claim.

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of July, 1960.