

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Martin I. Rose, 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 Sunday, February 19, 1956, it required or permitted a Road Foreman of Engines to transport a train crew from Inman Yards, Atlanta, Georgia, instead of calling Chief Caller Bert W. Percy to perform the service.

(b) Chief Caller Bert W. Percy shall now be compensated for a minimum "call" of two (2) hours at proper rate of time and one-half because of the Carrier's failure to call him to perform the service.

EMPLOYEES' STATEMENT OF FACTS: On March 16, 1951, the Atlanta Division Superintendent issued Bulletin No. 64 to Train and Engine Crews on the Division announcing the availability of transportation for such crews which should arrive in the Atlanta Terminal at a point removed from the point of departure. Such transportation of crews was assigned to and required of Chief Callers, Group 1 employes under the Parties' Agreement. A copy of the Superintendent's Bulletin is attached hereto and identified as Employes' Exhibit "A".

The call office at Inman Yards, Atlanta, Georgia, works around the clock. Claimant Percy was, at the time claim arose, assigned to the position of Chief Caller, hours 7:00 A. M. to 3:00 P. M., Monday through Friday, Saturday and Sunday being rest or relief days.

On Sunday, February 19, 1956, the Carrier required or permitted Road Foreman of Engines, Mr. Norton, to transport a train and engine crew from the Call Office at Inman Yards, Atlanta, Georgia, to Austell, Georgia, some fifteen miles distant, in order to meet and man a train, the crew of which was running close to the maximum continuous hours of service permitted by law.

Claimant Percy made claim that he should have been called on his rest or unassigned day to perform the service of transporting the crew to Austell. Claim was appealed up to the highest officer of the Carrier designated for that

Since 1951, the call office employes at Atlanta have used the company panel truck in calling crews living within a one-mile radius of the call office. In addition to this, the truck is occasionally used by a chief caller or porter to transport crews between the passenger station and Inman Yards, as described in Bulletin 64. Between 1951 and 1954, chief callers were used in emergency cases to transport crews outside Atlanta.

Chief callers have not been used to transport crews outside the limits of the Atlanta terminal since 1954.

The practice of transporting relief crews by officer personnel in their automobiles to points on line of road is no different at Atlanta from the established practice at other terminals all over the railroad. The occasional use of chief callers for this service between 1951 and 1954 did not constitute the assignment of such work exclusively to them.

As to the contention in the General Chairman's letter of May 10, 1956, "that the work in question cannot be removed from under the Clerks' working agreement whenever the officer in charge desires to do so and then, later, require the chief caller to perform the work," it is carrier's position that the work has never been "under the working agreement" in the first place, and secondly that chief callers at Atlanta had not been used for such service for some two years prior to February 1956, when the claim of Mr. Percy was filed. Even then, if it was necessary to use the company truck, the officer in charge used an employe who was already on duty and immediately available.

In conclusion, all duties of the chief caller positions necessary to be performed during the first trick on Sunday, February 19, 1956, were protected by the two chief callers who were on duty. Claimant Percy was observing his rest days of Sunday and Monday. There was no occasion requiring Mr. Percy's service as chief caller on the date in question. The transporting of crews to points outside Atlanta by road foremen of engines and other division officer personnel does not violate any rule or provision of the clerical agreement.

For the reasons set forth herein, carrier has shown that this is not supported by agreement rules and respectfully requests that it be denied.

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

OPINION OF BOARD: The docket discloses that Petitioners have failed to prove that the transportation of crew from Atlanta to points on line of road is reserved to employes covered by the Scope Rule of the Clerks' Agreement. Carrier's Bulletin No. 64 of March 16, 1951, did not do so. Claim, therefore, 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 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 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 6th day of October 1961.