

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald A. Rock, 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 it failed and refused to compensate Mrs. I. H. Sanders, Expense Bill Clerk, for overtime worked in advance of her regularly assigned starting time and,

(b) The Carrier shall now be required to compensate Mrs. I. H. Sanders one hour at proper rate of time and one-half in accordance with Rule 33 (a).

EMPLOYEES' STATEMENT OF FACTS: 1. Mrs. I. H. Sanders is employed as a Clerk in the office of Carrier's Freight Agent at Atlanta, Georgia. Her regularly assigned position is that of Expense Bill Clerk, hours 8:00 A. M. to 5:00 P. M., one hour meal period, rest days Saturday and Sunday.

2. On Friday, November 23, 1956, Mrs. Sanders came to work, and was observed working, at 7:30 A. M., by the Local Chairman and other employees of the Agent's office. Mrs. Sanders continued to perform her regular duties up to her regularly assigned starting time and continued thereafter to work her position until her regular quitting time. Mrs. Sanders was compensated for a day of eight (8) hours at the pro rata of her position.

3. Claim was duly filed by the Local Chairman under date of January 12, 1957, and, being declined, was appealed up to Carrier's highest officer designated to receive and consider such appeals. Conference was held on January 28, 1958, the Carrier declining the claim.

Copies of correspondence in connection with the claim are attached hereto and identified as Employees' Exhibits "A" through "J".

POSITION OF EMPLOYEES: There is in effect an Agreement between the Parties bearing effective date of October 1, 1938, revised as of June 1,

work is plainly evident from Section (a) of Rule 28 — Assignment of Overtime, which specifies that:

“When **necessary** to work overtime before or after assigned hours, the employee occupying the position on which overtime work is **necessary** will be given preference.

When **necessary** to work extra time (as distinguished from relief work, regularly assigned or otherwise) on rest days or holidays, the above principle shall apply.”

It is a matter of record that overtime work, including extra time on rest days, is frequently necessary to be performed on various positions at the Atlanta freight station, and that whenever regularly assigned employees are required to perform such work, they are properly compensated therefor at the time and one-half rate in accordance with the overtime and call rules.

Article V of the Chicago Agreement of August 21, 1954 requires that all claims or grievances must be presented in writing by or on behalf of employee involved. It is evident in this case that the claim was filed in behalf of Mrs. Sanders without her knowledge or approval, as she made no report or record of the occurrence in accordance with the instructions contained in the bulletin dated May 2, 1956. The purpose of the Agent's bulletin No. 1374 was to establish an orderly procedure for effecting compliance with Rule 29. Therefore, whether the claim was filed with or without the employee's knowledge, it is carrier's position that Rule 29 governs, and that the claim has no validity whatever unless the overtime was made in accordance with its provisions.

For the reasons set forth herein, the claim is not supported by the rules and provisions of the effective agreement and should be denied in its entirety. Carrier respectfully requests that the Board so decide.

All pertinent facts and data used by the carrier in this dispute is known to the employee representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: Under Rule 29 of the applicable Agreement, overtime is to be worked only by direction of proper authority, except in cases of emergency where advance authority is not obtainable. There is no evidence in the record showing that Claimant was authorized, by acquiescence or otherwise, or instructed to perform any overtime work on the date involved, nor did an emergency exist where advance authority was not obtainable. The record shows that employees were instructed by Bulletin No. 1374, dated May 2, 1956, that the working of overtime hours, both before and after assigned tour of duty, is not permissible unless authority is given by proper officer. The claim will, therefore, 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 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 16th day of March 1962.