

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 Assistant Gang Foreman M. E. Curbow over-time worked in advance of his starting time, and

(b) The Carrier shall be required to pay Assistant Gang Foreman M. E. Curbow one hour at rate of time and one-half for December 5, 6, 7, 10, 11, 12 and 13, 1956.

EMPLOYEES' STATEMENT OF FACTS: 1. Mr. M. E. Curbow is employed by the Carrier as Assistant Gang Foreman at North Avenue Transfer, Atlanta, Georgia, his position being covered by all rules of the Clerks' Agreement. Mr. Curbow's assigned hours are 8:30 A. M. to 5:30 P. M., one hour meal period.

2. On December 5, 6, 7, 10, 11, 12 and 13, 1956, Mr. Curbow began work at 8:15 A. M., continued until his regular starting time, observed his regularly assigned meal period, and worked until his regular quitting time of 5:30 P. M. Mr. Curbow was paid eight hours at pro rata rate for his services on the days in question.

3. Other employees at North Avenue Transfer made complaint to their Local Chairman, Mr. D. S. Lemons (Employees' Exhibit "A"). Mr. Lemons filed claim which, being declined, was appealed up to Carrier's highest officer designated to receive and consider such appeals (Employees' Exhibits "B" through "K"). Conference was held on January 28, 1958, the Carrier declining the claim.

POSITION OF EMPLOYEES: There is in effect an Agreement between the Parties bearing effective date of October 1, 1938, revised as of June 1, 1952, to include all rules revisions, certain amendments, interpretations and memoranda agreed to subsequent to October 1, 1938. A copy of the effective Agreement is on file with your Division and is by reference made a part of

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 employe representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts in this docket are similar to those in Award 10427, involving the same parties, the same Agreement, and the same instructions of May 2, 1956. The claim will be denied for the reasons given in Award 10427.

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 16th day of March 1962.