

Award No. 10646
Docket No. CL-9583

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

LOUISIANA AND ARKANSAS RAILWAY COMPANY

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

(1) That Carrier violated rules of Agreement effective April 1, 1943, revised September 1, 1951 and February 1, 1956, by unilaterally transferring work of meeting passenger trains Nos. 9 and 10 to handle mail, baggage, etc. at Winnfield, Louisiana, from position of Station Porter, Group 3 employee, to Yard Clerk, Group 1 employee, on the designated rest days of the Station Porter; i.e., Saturday and Sunday of each week, commencing Saturday, February 18, and Sunday, February 19, 1956.

(2) That Frank Moss, regular assignee to the position of Station Porter as of date this claim arose, and his successor(s) if there be any, be compensated for wage loss sustained amounting to three and one-half hours' pay at overtime rate for Saturday, February 18, and Sunday, February 19, 1956, and the Saturdays and Sundays of each subsequent week until the rule violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: At the time that this claim arose in February 1956 there were employed at Winnfield the following positions subject to the Scope Rule of our Agreement with the Carrier:

	Position	Assigned Hours	Rest Days
Freight & Passenger			
Station.....	Cashier	8:00 am-5:00 pm	Saturday & Sunday
	Check Clerk	7:45 am-4:45 pm	Saturday & Sunday
	Station Porter	12:30 am-9:30 am	Saturday & Sunday
Yards	Yard Clerk	9:00 am-6:00 pm	Thursday & Sunday
	Yard Clerk	7:00 pm-4:00 am	Tuesday & Wednesday

The Yard Office is approximately one-half mile distant from the Freight and Passenger Stations.

hours pay at overtime rate for Saturday, February 18, and Sunday, February 19, 1956 and the Saturdays and Sundays of each subsequent week. . . .”

This Division has frequently announced its position relative to blanket claims where neither the individual or individuals for whom claim is made, or the dates and facts to which the claim relates, are specified.

Claim is not supported by the agreement or past practice and should be denied. This Division is earnestly requested to so hold.

All data contained herein are known or have been made known to representatives of claimant by correspondence or in conference, as shown by Exhibits 1 to 12, inclusive, attached hereto and made a part hereof.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant Moss was regularly assigned to a Group 3 position as Station Porter at Carrier's Winnfield, Louisiana station. At the time this dispute arose his regular work week was Monday through Friday, 12:30 A. M. to 9:30 A. M. In addition to his usual cleaning tasks, for a number of years the Claimant had been assigned the duty of working Trains 9 and 10, which were scheduled to arrive at 1:15 A. M. and 3:47 A. M. daily. In connection with this work, Claimant opened and closed the passenger waiting rooms, made fires when necessary and handled head-end traffic such as mail, baggage and express. Claimant was given a call each Saturday and Sunday (his rest days) to work these trains in the same fashion as was done Monday through Friday.

Effective Saturday, February 18, 1956 Claimant was notified he would no longer be called out to work Trains 9 and 10 on his rest days. Instead, a Group 1 Yard Clerk, who was regularly assigned on duty at the time, was instructed to handle this work each Saturday and Sunday. Claimant Moss nevertheless continued to work these trains during his regular work days, Monday through Friday. A claim was promptly filed in behalf of Mr. Moss for 3½ hours' pay at the overtime rate for each Saturday and Sunday, on the ground that the Carrier's action in assigning the disputed Saturday and Sunday work to the Yard Clerk was in violation of Claimant's rights under Rule 40(j) — *Work on Unassigned Days*.

Effective November 1, 1956 the Carrier changed Claimant Moss' regular assigned hours from the night to the day trick (7:30 A. M. to 4:30 P. M.), with the result that he no longer worked Trains 9 and 10 on any day. At the same time, the Yard Clerk position in question was rebulletined and the working of trains 9 and 10 was set forth as bulletined duties of this seven-day clerical position.

We conclude that the assignment of the disputed Saturday and Sunday work to the Yard Clerk during the period beginning February 18, 1956 until November 1, 1956 was in violation of Claimant Moss' rights under Rule 40(j). The working of Trains 9 and 10 was one of Claimant's regular duties during his Monday through Friday work week. He was therefore the regular employe for this work within the meaning of the Rule.

After the reassignment of Claimant Moss to the day trick and the rebulletining of the night trick Yard Clerk position as above described, however, there ceased to exist any violation of Rule 40(j). The working of Trains

9 and 10 was no longer a part of Claimant's assignment on his regular work days. Moreover, the Carrier's action in assigning all of the disputed work to a Group 1 clerical position, following the transfer of the Porter to the day trick, was not otherwise barred by the Agreement.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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 violated the Agreement to the extent indicated in the above Opinion of the Board.

AWARD

Sustained for each Saturday and Sunday during the period beginning February 18, 1956 until, but not including, November 1, 1956.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of June 1962.