

**Award No. 11083**

**Docket No. CL-10418**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Roy R. Ray, Referee**

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**PARTIES TO DISPUTE:**

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

**CENTRAL OF GEORGIA RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, that,

(1) The Carrier has violated and continues to violate the Clerks' Agreement of December 1, 1956 and particularly Rules 8, 23, 36-A, 37, 58, 59 and Memorandum No. 7 which established relief positions as per Bulletin SMP-3, August 15, 1949, and that therefore,

(2) Engine Dispatcher W. R. Hicks shall now be paid for one (1) 3-hour call for August 28, 29 and 30, September 3, 5, 10, 11, 13, 17, 18, 19, and 20, 1957 and for each and every date thereafter when he is required to perform work on Relief Clerk Position No. 2, Mechanical Department, and that,

(3) Engine Dispatcher W. J. Lewis shall similarly be paid one (1) 3-hour call for September 5, 6, 7 and 12, 1957 and for each and every date thereafter when he is required to perform work on Relief Clerk Position No. 2, Mechanical Department, and that,

(4) Engine Dispatcher G. E. Anderson shall likewise be paid one (1) 3-hour call for August 31, September 1, 7, 8, and 15, 1957 and for each and every subsequent date, if any, that he is required to perform work on Relief Position No. 2—Mechanical Department and that,

(5) Engine Dispatcher J. F. Slover, Jr., shall be paid one (1) 3-hour call for August 27, September 4 and 10, 1957 and for each and every date thereafter, if any, that he is required to perform this work, and that,

(6) The successor or successors, if any, of the above-mentioned employee shall be compensated in like manner.

**EMPLOYEES' STATEMENT OF FACTS:** Effective September 1, 1949 and as per Bulletin SMP-3, dated August 15, 1949, and made a part of

All data herein submitted have been presented to the duly authorized representative of the Employees and are made a part of the particular question in dispute.

The Carrier reserves the right, if and when it is furnished with the submission which has been or will be filed ex parte by the Employees in this case, to make such further answer as may be necessary in relation to all allegations and claims as may be advanced by the Employees in such submission, which cannot be forecast by the Carrier at this time and have not been answered in this, the Carrier's initial submission.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Prior to August 21, 1957 the 2nd Relief Clerk in the Mechanical Department at Macon, Georgia was assigned the work of checking time tickets, and he performed this work once a week, on Monday only. On that day Carrier issued instructions to the First and Third Shift Engine Dispatchers and their Relief (the Claimants in this case) to begin immediately to check daily time tickets or time claims on hand when they reported for duty. Claimants complied with the instructions but filed the present claim asserting that Carrier's action violated various provisions of the Agreement. While other rules are cited, Petitioner bases its case on Rule 37 which reads: "Employees will not be required to suspend work during regular hours to absorb overtime except as otherwise provided in the Agreement." Petitioner contends that if the incumbent of the 2nd Relief Clerk position had been permitted to perform this work (which he had previously performed as a part of his regular duties) in the manner Carrier had it performed effective August 21, 1957 (daily) it would have had to be done on an overtime basis. And that by its action in having Claimants perform this work during the hours of their regular assignment Carrier absorbed this overtime in violation of Rule 37.

The "absorption of overtime rule" has been before this Board in numerous cases. No useful purpose would be served by a review of all the sustaining and denial awards. An examination of the awards, however, indicates that the ultimate decision in each case was based upon the resolution of a question of fact. Most of the awards holding that the rule was violated were cases where the carrier either (1) had required an employe to discontinue work on his regular position and fill a vacancy on another position; or (2) had required an employe to suspend work on his position and go to another location to perform work on another position which would otherwise have had to be performed on an overtime basis. Illustrative awards are 3416, 4499, 5315, 5876, 6015, 8004, 8080 and 9823. Neither of these situations existed in the present case. Here the Claimants were not removed from their regular positions to fill vacancies in other positions; nor were they required to suspend work on their regular assignments and go to other locations to perform work on other positions. Instead they were merely required by their employer to perform this additional duty during their regular hours on their regular assignment at the same location. From the record it appears that Claimants had plenty of time in their daily schedule to perform this duty and get all their other work done. Illustrative awards denying the claim under similar circumstances are: 5331, 5820, 7082, 7187, 7365, 7783 and 8312.

Unless it has restricted itself by the Agreement, the assignment of work necessary for its operations is the prerogative of the Carrier. "It is the function of good management to arrange the work, within the limita-

tion of the Collective Agreement, in the interests of efficiency and economy." Award 5331.

Here in order to expedite the transmission of time tickets to the Accounting Office in Atlanta, Carrier decided that the tickets should be checked daily instead of weekly and assigned this work to Claimant dispatchers. No rule of the Agreement limits Carrier's right to apportion the work of checking time tickets to Engine dispatcher employees. The work was clearly connected with the duty of dispatching train crews. The fact that Carrier previously had not required Claimants to do this work daily did not restrict its right to add this duty to Claimants' positions. There is nothing in the record to show that Carrier's action was motivated by a desire to avoid the payment of overtime. We conclude, therefore, that Carrier was within its rights in requiring Claimants to check time reports each day when reporting for duty, and that the "absorption of overtime rule" is not applicable to the situation in this case. It follows that the Agreement was not violated.

**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 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 31st day of January 1963.