

Award No. 11088

Docket No. CL-10668

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee

PARTIES TO DISPUTE:

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

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

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

(1) That Carrier violated, and continues to violate, the Clerks' current Agreement in the Office of Superintendent Motive Power, Pine Bluff, Arkansas, in requiring Mr. W. V. Cook to suspend work on his position on Tuesdays and work on the Steno-Clerk position now assigned the posting and maintaining of records of diesel locomotive operation, also the handling of stenographic work and other general office work as may be required.

(2) That Mr. W. V. Cook and/or his successor, or successors, if there be any, be paid an additional day's pay at the prevailing rate of pay for Tuesday, March 19, 1957, and likewise for each subsequent Tuesday until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: Under date of February 25, 1957, Superintendent Motive Power, Mr. E. V. Myers, issued Mechanical Department Bulletin No. 1, reading:

"NOTICE TO CLERICAL EMPLOYEES:

Bids in writing will be received by the undersigned for position of Relief Clerk in office of Supervisor of Diesel Equipment and/or office of General Locomotive Foreman, Pine Bluff, Arkansas, for a period of seven days from date or 5:00 P. M. March 4, 1957.

This position will work Monday, Wednesday, Thursday and Friday as Steno-Clerk handling stenographic work, checking and typing locomotive inspection and repair reports, preparing fuel oil reports, filing of correspondence, and other general office work as may be required. On Tuesday, position will relieve Steno-Clerk now assigned to the posting and maintaining of records of diesel locomotive operation; also the handling of stenographic work and other general office work as may be required. Rate of

tive September 1, 1949, it hired a clerk-caller and established a relief position to cover five of the six rest days of those three positions. It also established by bulletin a position relieving the second trick clerk-caller position on Saturday and working as stock clerk Tuesday through Friday.

"Rule 34 (e) provides for the establishment of regular relief assignments 'to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements'. In our Awards No. 6969 and 6979 we held that similar agreement provisions clearly and specifically authorized the establishment of relief positions such as that involved here. Thus the claim is without merit."

Thus it is well established under similar rules that assignments such as that to which claimant Cook was assigned are proper.

The facts outlined show that the claim is not supported by the rules, and Carrier respectfully submits that the claim should be denied.

All data herein has been submitted to representatives of the Employees.

(Exhibits not reproduced.)

OPINION OF BOARD: The record shows that pursuant to bulletin a relief clerk's position was established working Monday, Wednesday, Thursday and Friday as a steno-clerk. On Tuesday, the position relieved a steno-clerk.

It is contended that Claimant was required to "suspend, or lay aside" on Tuesday the work assigned to him on four days each week in order to perform the duties of the steno-clerk position which he relieved. It is thus asserted that the absorbing overtime rule (Rule 32-10) is violated. In support thereof they assert that a 5-day position was abolished and then recreated on a 4-day basis with relief work on the 5th day in order to avoid payment of overtime. But the employees have failed to prove that 5 days steno-clerk work was necessary. While reliance is placed in Award 5330 in support of the claim, an examination of that award shows that the circumstances there are clearly distinguishable from those in the case now before the Board.

Rule 27-3(e) provides that relief assignments may be established "to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement". The work involved was in the same seniority district and group or class. This rule and similar circumstances was before the Board when it adopted Award 6979 and we believe it is controlling here.

For these reasons, we have concluded that the claim is without merit.

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 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 31st day of January 1963.