

Award No. 12382
Docket No. CL-11785

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Kieran P. O'Gallagher, Referee

PARTIES TO DISPUTE:

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

READING COMPANY

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

1. The Carrier violated the rules of the Clerical Agreement, when beginning Saturday and Sunday, June 1st and 2nd, 1957 and each subsequent Saturday and Sunday it required F. X. Tyrrell, incumbent of position of Movement Clerk, Rate \$16.797 per day, Position No. 79, a seven day position, assignment Wednesday through Sunday, relief days Monday and Tuesday, to perform the duties of Position No. 39 — Stenographer, Rate \$16.688 per day, a five day position, assignment Monday to Friday inclusive.

2. That F. X. Tyrrell be compensated an additional day's pay for each and every Saturday and Sunday at the rate of \$16.797 per day plus any cost-of-living adjustments applicable during the period subsequent to June 1, 1957 and continuing up to May 2, 1958, the date Carrier discontinued the practice of requiring F. X. Tyrrell to perform the stenographic duties of Position No. 39, on Saturdays and Sundays.

EMPLOYEES' STATEMENT OF FACTS: Prior to June 1, 1957 Mr. F. X. Tyrrell, a qualified Stenographer, incumbent of Position No. 79 — (a seven day position) Movement Clerk, duties: tracing and expediting cars, assigned Wednesday through Sunday, was required to perform stenographic duties on the relief days of Position No. 39 — Stenographer, duties: stenographic transcribe, type letters, telegrams, reports and statements, assigned Monday to Friday, a five day position in the office of Superintendent of Transportation, Reading Terminal, Philadelphia, Pa. Mr. F. X. Tyrrell, the claimant, registered objections to being required to perform the duties of the Stenographer and as a result no change was made in the practice.

Under date of July 19, 1957 he filed a claim with the Superintendent of Transportation, Mr. R. C. Klein, which is quoted herewith.

removal of positions or work from the application of the Clerks' rules (paragraph (b) or of rating of positions or transfer of rates (paragraph (c)). Paragraph (d) dealing with the rating of new positions, paragraph (e) dealing with changes in regularly assigned duties and responsibilities and paragraph (f) dealing with reassignment of remaining duties of abolished positions are clearly not relevant or pertinent to the instant claim.

Carrier desires to point out that the Organization is here claiming an additional day's pay at straight time rate (when handled on the property, claim was for punitive rate) for Saturdays and Sundays, from June 1, 1957 to May 2, 1958 for the incumbent of a regular assigned clerical position because he typed memos and telegrams while on duty. The Organization claims claimant was required to perform this typing by his superiors, with which contention Carrier does not concur or agree. In either event, Carrier maintains that such work is incidental to claimant's duties. Without regard to the merits of the claim and in no way waiving its position with respect thereto, Carrier maintains that there is no justification, either in Agreement rules or as a matter of equity, for the excessive penalty which is and has been claimed in this matter. Carrier has statutory and normal business responsibility to operate efficiently and economically and clearly this claim, if sustained, would constitute an unwarranted bonanza to the named claimant.

Under all the facts and circumstances set out hereinbefore, Carrier submits that there has been no violation of any rules of the Agreement in effect between the parties and maintains, therefore, that the claim as submitted is without merit and respectively requests the Board to deny same in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: In the instant case the Claimant, who was assigned to position of Movement Clerk in the office of the Superintendent of Transportation of the Carrier. His assignment required that he work Saturdays and Sundays and that his rest days be Mondays and Tuesdays of each week.

The record shows that the Claimant, in the performance of his duties, was required to do the typing that was incidental to his position.

The issue found here is the contention of the Claimant that he was required to perform stenographic work on Saturdays and Sundays in addition to the typing required of him as Movement Clerk, necessitating his suspension of work on his regular assignment, in violation of the current agreement.

The evidence fails to reveal that the Claimant performed any stenographic work as such, although it does show Claimant did perform some typing work in addition to that required of his position, but the preponderance of the evidence shows that such additional typing was performed by the Claimant voluntarily. We also find that when the fact of this voluntary activity was made known to Claimant's superiors he was instructed to confine his work to that imposed upon him by his assignment.

In the circumstances found the claim lacks the merit to support a sustaining award and must be denied.

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 March 1964.