Award No. 12956
Docket No. CL-12582

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Benjamin H. Wolf, Referee

PARTIES TO DISPUTE:

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

GEORGIA RAILROAD

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-4927) that:

(a) The Carrier violated the Agreement at Camak, Georgia, on July 2, 1960 when it failed to call Bill Clerk, Z. B. Wilson to perform work needed on his position on his rest day.

(b) Bill Clerk, Z. B. Wilson shall now be compensated for eight hours at time and one-half the rate of his position for July 2, 1960.

EMPLOYES' STATEMENT OF FACTS:

1. On the date claim arose Claimant Z. B. Wilson was regularly assigned to the position of Bill Clerk, Camak, Georgia. Claimant's position was assigned five work days per week, Monday through Friday. From September 1, 1949 to May 30, 1960 the Bill Clerk position was worked six days per week, Saturday being included in a relief assignment. The relief assignment was abolished effective May 30, 1960 and a notice posted by the Agent, reading:

"Yard Clerks on duty Saturday when cars are pulled from Quarry will bill out these cars."

The Quarry, the principal shipper at Camak, does not work on all Saturdays. It works only occasionally on Saturdays.

2. The Quarry worked on Saturday, July 2, 1960 and it became necessary to rate, route and bill 50 cars of stone and prepare reports in connection therewith. First Trick Yard Clerk Pearson was required to perform the work in connection with the 50 cars of stone, working about two hours overtime on that date. Yard Clerk Pearson's position works six days per week. During his five days of work Monday through Friday, Claimant Wilson performs no Yard Clerk duties, working as Bill Clerk exclusively.

relief assignments will not be required to have five days of work per week.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employes of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employe or employes whom they are relieving."

Carrier complied strictly with the above quoted rule in setting up the assignment now complained of, although there was no complaint at the time Carrier made the change.

It can be readily seen that the work requirements and office operations of Carrier at Camak had materially decreased when the change in question was made. The action taken by Carrier was within managerial prerogative, in the interest of economical operation, and was fully justified.

Particular attention is called to the fact that both employes involved are of the same craft, in the same seniority district, and the relief clerk was qualified to do the work to be performed within his regular assigned period of service. This claim is on all fours with Third Division Award No. 9105.

In the instant claim, Carrier complied strictly with the terms of the agreement. There is no merit to the claim and Carrier respectfully requests that it be denied.

OPINION OF BOARD: Claimant, regularly assigned to position of Bill Clerk, works Monday through Friday. From September 1, 1949, to May 30, 1960, the position was a 6-day position, with a regular relief clerk relieving on Saturday. Effective May 30, 1960, the relief position was abolished and a notice issued that Yard Clerks on duty Saturday would bill out cars which are pulled from a nearby quarry. It was a decrease in business at the quarry that caused the abolition of the relief job.

The Organization claims that the Bill Clerk position became a 5-day position Monday through Friday; that on the Saturday involved, the Yard Clerk, whose position works 6 days, was improperly assigned the duties which were formerly performed by the abolished relief clerk.

The Organization regards the work on the Saturday as unassigned work which is subject to Rule 38 (f), which provides,

"Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employe who will otherwise not have 40 hours of work that week; **in all other cases by the regular employe.**" (Emphasis ours.)

Since the work was not given to an extra or unassigned employe, the Organization argues that it should have been given to Claimant, who is the regular employe.

The Organization also argued that the Carrier had attempted to stagger a 5-day position with a 6-day position contrary to the Board's decision in Award 8531 (Bailer).

The Organization's arguments are based upon the assumption that the work on Saturday was unassigned. The facts, however, do not support this assumption. Prior to May 30, 1960, the work on Saturday was a regular relief assignment. At the time there were 4 clerks and 2 relief clerks. With the diminution of business Carrier cut back 2 regular clerks as well as one relief clerk. The remaining relief took on the duties of the furloughed relief clerk on Saturdays. Thus, with the abolition of the relief position, its Saturday duties did not become unassigned work but were transferred to another relief clerk as a regular assignment. For the same reason Claimant's position, which theretofore had been a six day position did not by the abolition of the relief clerk's position become a five day position.

The only problem which remains is whether or not Carrier was permitted to transfer the work from one relief clerk to another. Both were on the same seniority district and the procedure followed was the usual in reduction of forces. This is not a problem in staggering of work as claimed by the Organization.

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 9th day of October 1964.