



Award No. 14914
Docket No. CL-14648

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David L. Kabaker, Referee

PARTIES TO DISPUTE:

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

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5462) that:

(1) Carrier violated the Clerks' current Agreement at Memphis, Tennessee, when it failed to use proper employe for Messenger work on Saturdays and Sundays of each week, beginning with February 9, 1963.

(2) That Mr. C. E. Bateman, and/or his successor, or successors, be compensated at the rate of time and one-half Messenger rate for eight hours each Saturday and eight hours each Sunday, commencing with the initial violation Saturday, February 9, 1963, and for each Saturday and Sunday thereafter on which a like violation occurs.

(3) That a joint check be made of Carrier's records to determine reparation due Claimant and/or his successor, or successors.

EMPLOYEES' STATEMENT OF FACTS: On January 31, 1963, File 1044, Mr. J. R. Holden, General Superintendent, Pine Bluff, Arkansas, addressed a letter to Mr. T. Campbell, Agent, Memphis, Tennessee, reading:

"Effective Thursday, February 8, 1963, Relief Clerk Position No. 2, Memphis, to which no one is assigned at present, will be abolished, and Relief Clerk Position No. 2 bulletined on my Advertisement No. N-3-Clerks, dated January 31, 1963, will be established. The assignment of this position will be made on February 12, 1963."

Relief Clerk Position No. 2, which was abolished in accordance with the above notice, was last bulletined on General Superintendent J. R. Holden's Advertisement No. N-55, issued at Pine Bluff, Arkansas, on October 20, 1960, relieving Train Clerk, 7:00 A.M. to 3:00 P.M., on Friday, Messenger 5:30 A.M., to 2:00 P.M., on Saturday and Sunday, Messenger 4:00 P.M., to 12:30 A.M., Monday and Tuesday, with Wednesday and Thursday rest days.

basis that the messenger work on such days was unassigned, and belonged to the regular employe (Claimant Bateman) under the provisions of Rule 32.

The claim was denied, appealed, denied on appeal, and handled in conference (Exhibits 4 to 11).

The applicable schedule agreement is that with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, reprinted January 1, 1963, including revisions.

Exhibits Nos. 1 to 11, inclusive, are attached and made a part hereof.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts, out of which the claim arose, are not in dispute. The question, handled on the property, was whether or not the oral assignment of work was valid.

The Employees' position is that work which was orally assigned, nevertheless, remained unassigned work. It contends, therefore, that the regularly assigned employe should have been called to perform the work on his rest days.

There is no showing that an oral assignment of work as opposed to a bulletined assignment is any less effective.

It must be the finding that no violation of Rule 32-8 of the Agreement has been shown and the Claim must, therefore, 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 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 4th day of November 1966.

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