



Award No. 15176
Docket No. CL-15618

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5788) that:

(a) Carrier violated the Agreement at Atlanta, Georgia, when it failed to give preference to Mr. W. C. Smith, Jr., employed as Clerk in the Payroll Department, Mechanical Timekeeping, to the overtime required on his position after his regular assigned hours on September 5, 1963.

(b) Mr. Smith shall be compensated for a total of four and one-half (4½) hours at the punitive rate of his position on September 5, 1963, in addition to all other earnings.

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the class or craft of employees in which the claimant in this case held position and the Southern Railway Company.

Mr. W. C. Smith, Jr., is employed in the Payroll Department, Atlanta, Georgia, and has a seniority date of October 16, 1948 (2). He, at the time of this claim, held assigned hours of 8:15 A. M. to 4:45 P. M., Monday through Friday, with Saturday and Sunday as rest days.

Chairman, Protective Committee, Mr. E. E. Yancey, filed the initial claim in this case on September 18, 1963 (Employees' Exhibit A), and stated:

"Claim is filed for and in behalf of Mr. W. C. Smith, Jr., for four and one-half hours at time and one-half rate account of Mrs. R. K. LaCoste, Head Clerk of the Mechanical Force working overtime September 5, 1963 on timekeeping work. Mr. Smith's daily rate is \$21.13 per day.

Rule 28 of the Clerks' Agreement is in violation. It says, 'When necessary to work overtime before or after assigned hours, the employee occupying the position on which overtime work is necessary will be given preference.' Certainly, Mrs. LaCoste does not occupy a

Where work is required to be performed on a holiday which is not a part of any assignment the regular employe shall be given preference.

Wherever the words 'the regular employe' are used in this Rule 28(b) they shall mean the regular employe entitled to the work under this agreement.

(c) Work on Assigned Days — Where work is required by Carrier to be performed on an assigned rest day which is part of a regular relief assignment and occupant of such regular relief assignment is absent on such day and it is necessary to use a regularly assigned employe on such assignment at rate of time and one-half, preference to such work will be given the occupant of such position who is observing that day as his assigned rest day."

(Exhibits not reproduced.)

OPINION OF BOARD: A careful examination of the record in these dockets fails to reveal any violation of the Agreement in any of the claims there listed.

As a matter of fact the Carrier's action in each of the three claims is full in accord with the requirements of Rule 28.

The same issue, parties and rules were before this Board and disposed of by Award 10947 (Dorsey). It was a denial Award.

A denial Award is required here.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of January 1967.

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