



**Award No. 15415**  
**Docket No. CL-15863**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**John J. McGovern, 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-5805) that:

(a) The Carrier violated the Clerical Agreement when it required or allowed Mr. Curtis Beall to work as Extra Clerk in the Claim Department for approximately eight (8) weeks.

(b) The Carrier also violated the Agreement when it failed to advertise a regular position under Rule 8 (b), resulting in a furloughed clerk, Mrs. M. C. Rawlins, not being notified for available work as Claim Clerk at the Local Freight Agency, Atlanta, Georgia.

(c) Mrs. M. C. Rawlins, claimant, shall receive compensation for five (5) days per week, at the proper rate of Claim Clerk position, that was occupied by Mr. Curtis Beall, from August 15, 1963, and continuing to October 23, 1963.

**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 craft of employees in which the claimant in this case holds seniority and the Southern Railway Company.

Mrs. M. C. Rawlins is shown on line 125 of July 1, 1964 Atlanta Division seniority list as furloughed, with seniority date of September 25, 1952. Mr. G. C. Beall is shown on line 166 of the July 1, 1964, Atlanta Division seniority list as Bill Clerk, with seniority date of November 10, 1963, No. 1.

Local Chairman, Mr. William M. Flynn filed the following claim on October 13, 1963 (Employees' Exhibit A), stating:

"Claim is filed in behalf of Mrs. M. C. Rawlins, furloughed clerk, for five days' pay per week at the proper pro rata rate of claim clerk, beginning on August 15, 1963, account junior clerk Curtis Beall (former Central of Georgia employee) being worked extra in claim department since approximately June 18, 1963.

**"RULE 22.**  
**NOTICE OF DESIRE TO RETAIN SENIORITY**  
(Revised, effective October 1, 1938)

All employees who have acquired a seniority status and who may be cut off shall, provided they file their correct address in writing, with proper officer within thirty (30) days after being cut off, be considered as furloughed. Such employees will retain and accumulate seniority on their respective districts. When notified to return to fill a regularly assigned position to which they are entitled, shall return within seven (7) days of the date so notified. In event an employee so notified (by mail or telegram sent to address last given) fails to report for duty or give satisfactory reason for their failure to so report within such seven (7) days, shall be deemed to have resigned, will forfeit all seniority on such district, and shall be stricken from the seniority list thereof."

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**"RULE 46.**  
**PRESERVATION OF RATES AND EMPLOYMENT**

(a) (Effective June 1, 1921.) Employees temporarily or permanently assigned to higher rated positions shall receive the higher rates while occupying such positions; employees temporarily assigned to lower rated positions shall not have their rates reduced. A 'temporary assignment' contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether the regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

\* \* \* \* \*

(Exhibits not reproduced.)

**OPINION OF BOARD:** Carrier lists six different positions that Beall worked in relief of regular assigned employees during the period of time covered by the claim. Such relief work was occasioned by other clerical employees vacating their regular positions or taking their vacations.

Employees do not effectively refute that showing and, therefore, the provisions of 8(b) respecting establishment of a regular position do not apply.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

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 23rd day of March 1967.