



Award No. 16737
Docket No. CL-16770

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6122) that:

(a) Carrier violated the Agreement at E. St. Louis, Illinois, when it required Mr. O. A. Keller, Yard Clerk to suspend the duties of his own position and call crews for Train No. 153, and the Belleville Local.

(b) Mr. Keller shall be compensated at the rate of Train Caller's rate of \$18.19 per day for December 4, 1964.

EMPLOYES' 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 holds a position and the Southern Railway Company.

Mr. O. A. Keller is carried on the Southern Railway System, St. Louis-Louisville Division, Clerks' Seniority Roster, with a seniority date of August 2, 1957.

Mr. Keller holds a position of Yard Clerk 11:00 P. M. to 7:00 A. M. at Coapman Yards, E. St. Louis, Illinois, which he was filling on the night of December 4, 1964, when he was instructed by the Terminal Trainmaster to suspend the duties of his clerical position and call train crews which we contend is a violation of Rule 30 of the clerical Agreement.

Mr. O. A. Keller filed the initial claim in this case on December 4, 1964, Employees' Exhibit A, and stated:

"Claiming 1 day's pay at caller's rate for calling crews for trains No. 153 and Belleville Local on 12-4-64 from 11 P. M. to 7 A. M."

"RULE 30. ABSORBING OVERTIME

(Effective June 1, 1921.)

Employees will not be required to suspend work during regular hours to absorb overtime, except as otherwise provided in Rule 26."

"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."

(Supplements not reproduced.)

OPINION OF BOARD: On December 4, 1964, Claimant, a Group 1 Yard Clerk, was instructed by the Terminal Trainmaster to suspend the clerical duties he was performing and to call train crews for about two hours, after which he returned to his clerical duties. Brotherhood claims that this was in violation of the Agreement, and cites Rules 1, 2, 3, 5 and 30. Rule 1 is the Scope Rule and, among other things, categorizes by Group numbers the kinds of employees about whose hours and working conditions the Rules are written. Rule 2 defines the groups listed in Rule 1. Rule 3 sets forth the effective date and effectiveness of the Agreement. Rule 5 sets up Seniority Districts for the various classifications of employees. And Rule 30 reads:

"Employees will not be required to suspend work during regular hours to absorb overtime, except as otherwise provided in Rule 26."

Carrier denies any violation of the Agreement and refers to our Award 7167 (Carter) between the same parties, which deals with essentially the same issues as are presented here. We believe our decision in that case is in point here. There was no showing in this case that Group 1 employees may not properly be assigned to work performed by other lower rated classifications; nor was there any showing that crew calling is a task reserved exclusively to Group 3 employees; and there was no showing that anyone was deprived of any overtime as a result of the alleged improper assignment. Brotherhood has proved no violation of the Agreement.

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 Employee involved in this dispute are respectively Carrier and Employee 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 by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 1st day of November 1968.