

Award No. 16777
Docket No. CL-17230

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Jan Eric Cartwright, 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-6299) that:

(a) Carrier violated the Agreement at Atlanta, Georgia, when it used Mr. O. H. Cramer, Group 2 Waybill Assorter, to perform on Saturday, on an overtime basis, work which is assigned by bulletin and performed by Mr. Larry E. Cook, Group 1 Machine Operator, Monday through Friday each week.

(b) Mr. Cook shall be compensated at the rate of time and one-half, \$19.66 per day, for Saturday, June 26, 1965.

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 holds position and the Southern Railway Company.

Mr. Larry E. Cook is carried on the Southern Railway System, Accounting Department, Office of Director, Revenue Accounting, Atlanta, Georgia, Freight Accounting District, Seniority List—Group 2—Waybill Assorters, with a seniority date of April 1, 1955, and on Machine Accounting Bureau, Seniority list—Group 1—Machine Operators, with a seniority date of December 16, 1964. He, at the time of this claim, had been an employe of the Southern Railway Company for more than ten years.

Mr. Larry E. Cook was employed in the Machine Accounting Bureau as a Machine Operator, whose duties it was to operate Offset Printers, Mimeograph, Addressograph, Decollater, Burster, Cutting Machine and copy machines including Xerox, Bruning, Thermo-Fax, or any machine that is placed in the Reproducing Section, to produce circulars and office forms, for use of Office Director, Revenue Accounting, and other General Office Departments.

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

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

OPINION OF BOARD: Mr. Cramer held a Waybill-Assorter position in the Coding Section of the Freight Accounting Office Seniority District and Claimant Cook held a position of Mimeograph Machine Operator, MG Section, Machine Accounting Bureau, Seniority District, on the date in question. Both positions had the same work and rest days. On Saturday, a rest day, Mr. Cramer was given overtime work in his position, during which he performed work on a reproduction machine in Claimant's position. Claimant Cook was not called for this overtime work.

The Organization contends that it was overtime work in Claimant Cook's regular position and therefore he should have been assigned the overtime in accord with Rule 28 of the Agreement. Carrier contends that Mr. Cramer had done this type of work the day before (Friday) and was entitled to the overtime work. Carrier further contends that the work was in a different office and seniority district from Mr. Cook's position. Also, the Carrier states that other employees of different Groups, had operated the reproduction machines.

The Bulletin (Employees Exhibits Q and R) and Rules 1 and 2 of the Agreement describe Claimant's position and work.

Employee's Exhibit O supports the Organization's contention that Group 1 employees had exclusively operated the reproduction machines in the office. Carrier did not sufficiently refute this contention on the property. Carrier's letter of February 3, 1967, (Employee's Exhibit G) denies that the operation of reproducing machines was ever a type of work performed exclusively by Clerical employees of any Group. However, the Organization's letter of May 2, 1967, (Employee's Exhibit K) shows that at the time reproducing machines were placed in the Machine Accounting Bureau they were exclusively operated by Group 1 employees in that office. Exhibit O, the statement of N. C. Lee, shows that Group 1 employees in the office " * * * reproduced one hundred percent of the documents reproduced in the General Offices here in Atlanta, Georgia."

It appears, in this instance, that Group 1 employees had exclusively operated the reproduction machines in the offices and that Mr. Cook's position regularly performed the work in question and he was entitled to perform the overtime assignment under Rule 28 of the Agreement.

In view of the above showing it is the opinion of the Board that it should find that the Agreement was violated and the claim be allowed.

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 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 violated.

AWARD

Claim allowed.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of November 1968.