

Award No. 16878
Docket No. CL-17281

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Jan Eric Cartwright, 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-6318) that:

(a) Carrier violated the Agreement at Greenville, South Carolina, when it took the work of relief Crew Calling on Sundays from Mr. Bryce P. Smith, Extra Crew Caller, and assigned the work to Group 1 Clerks.

(b) Mr. Smith shall be compensated at the pro rata rate of Crew Caller for each Sunday, August 15, 22, 29, September 5, 12, 19, 26, October 3 and 17, 1965.

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes as the representative of the Class or Craft of employes in which the claimant in this case holds position and the Southern Railway Company.

Mr. Bryce P. Smith is carrier on the Southern Railway System, Eastern Lines, Charlotte-Columbia Division, Charlotte District, Seniority Roster — Group 3 Crew Callers-Messenger, with a seniority date of March 14, 1951. He, at the time of this claim, had been an employee of the Southern Railway Company for more than fourteen (14) years.

For many years there were three shifts of Crew Caller Messengers at Greenville, South Carolina. Mr. Bryce P. Smith was regularly assigned to the third shift Crew Caller-Messenger assignment until it was abolished, leaving two shifts, first and second, with four (4) days relief work each week which was performed by Mr. Smith.

Due to a reduction in the number of crews necessary to be called at Greenville, the work of bulletining train and engine service vacancies on the South End, Charlotte Division, which is Group 1 clerical work, was assigned to Crew Callers. Claim was filed for this violation of our Agreement and is

"RULE 2.

**DEFINITION OF EACH GROUP OF EMPLOYEES AS
COVERED BY RESPECTIVE SECTIONS
OF SCOPE RULES.**

(a) (Revised, effective October 1, 1938) Clerical Workers — Employees who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work, including Depot Ticket Agents and Depot Baggage Agents.

* * * * *

(d) (Effective October 1, 1938) Other Office and Station Employees — Office boys, messengers, chore boys, train announcers, gatemen, train and engine crew callers, caller-bus drivers (except exclusive bus drivers other than those at Knoxville, Tennessee, covered by supplemental agreement on page 72), telephone switchboard operators, office building and station watchmen other than those having police authority, and operators of certain office or station appliances and devices not requiring special skill or training such as those for duplicating letters and statements, perforating papers, addressing envelopes, numbering claims and other papers, adjusting dictaphone cylinders and work of like nature; employees gathering mail or other similar work not requiring clerical ability."

"RULE 3 — EFFECTIVE DATE

(Revised, effective October 1, 1938)

This agreement becomes effective October 1, 1938, and supersedes and cancels all former agreements but does not, unless rules are specifically changed, alter practices or working conditions established by or under former agreements."

Supplements not reproduced.

OPINION OF BOARD: Claimant, an Extra Crew Caller and a Group No. 3 Employee, worked Thursday and Friday 9:00 P. M. to 6:00 A. M., Saturday and Sunday 7:00 A. M. to 4:00 P. M., a four-day week. Carrier changed Claimant's hours to 9:00 P. M. to 6:00 A. M., Thursday, Friday, and Saturday, a three day week, and assigned a Yard Clerk, a Group No. 1 Employee, then working 7:00 A. M. to 3:00 P. M. Sundays, to relieve the Crew Caller Sundays 7:00 A. M. to 4:00 P. M.

Prior thereto, the Carrier had agreed that Claimant's position of Crew Caller would remain in Group No. 3 until vacated by him, after which the position would be designated a Group No. 1 clerical position. (Letter Agreement of July 14, 1965.)

Carrier contends no violation occurred because the Extra Crew Caller was not needed and that the position was primarily Group No. 1 clerical work.

Due to the prior Letter Agreement of the Carrier the Board finds that a violation has occurred and that the claim should 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 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 violated.

AWARD

Claim sustained.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of January, 1969.