



Award No. 17049
Docket No. CL-17307

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-6326) that:

(a) Carrier violated the Agreement at Atlanta, Georgia, when it used Mr. A. W. Leddon, Group 3 Messenger, to operate the Bruning Reproducing Machine eight hours each day on the north end of the sixth floor, beginning October 1, 1965, and continuing each work day thereafter, five (5) days per week, work which is assigned by bulletin and performed by Mr. Charles L. Gossett, Group 1 Machine Operator, Monday through Friday each week.

(b) Mr. Gossett shall be compensated at the rate of time and one-half, \$20.81 per day, beginning October 1, 1965, and continuing each work day thereafter, Monday through Friday, until practice is discontinued.

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. Charles L. Gossett 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 October 1, 1951, Group 1 - Clerks, with a seniority date of January 1, 1957, and on Machine Accounting Bureau, Seniority List - Group 1 - Machine Operators, with a seniority date of December 1, 1951. He, at the time of this claim, had been an employee of the Southern Railway Company for more than fourteen years.

Mr. Charles L. Gossett was employed in the Machine Accounting Bureau as a Machine Operator. His duties were to operate Off Set Printers, Mimeograph, Addressograph, Decollater, Burster, Cutting Machine and copy machines,

"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."

"RULE 28.

ASSIGNMENT OF OVERTIME

(Revised, effective July 1, 1951)

(a) When necessary to work overtime before or after assigned hours, the employe occupying the position on which overtime work is necessary will be given preference.

When necessary to work extra time (as distinguished from relief work, regularly assigned or otherwise) on rest days or holidays, the above principle shall apply.

It is not intended that this rule shall require the calling of employes on rest days or holidays to perform less than one hour and thirty minutes work when there are other employes (either non-schedule or schedule supervisory employes or schedule employes of the same or a higher classification in the same group) already on duty in the department who can perform the service."

"RULE 30. ABSORBING OVERTIME

(Effective June 1, 1921)

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

OPINION OF BOARD: At Carrier's offices at Atlanta, Georgia, Claimant Gossett was the occupant of a "Machine Operator" position in the Machine Accounting Bureau seniority district, located in fourth floor offices. Claimant's bulletined duties were to operate office machines and reproducing equipment. Another employe, Mr. Leddon, was assigned to a "Messenger" position in the Freight Accounting Office seniority district, located on the sixth floor of the building. A part of Mr. Leddon's bulletined duties was to operate office appliances not requiring special skill.

On October 1, 1965, the Carrier began using Mr. Leddon to operate a reproducing machine on the sixth floor in the Freight Accounting seniority district, eight (8) hours daily. The Organization contends that the operation of the machine should be by a Machine Operator and not by a Messenger, Waybill Assorter or any other clerk and is a violation of Rule 2(b). Violation of Rule 30 was also alleged.

The Carrier contends Agreement Rule 2 (d) permits Group 3 employes to operate office duplicating appliances; that numerous employe groups operate copying machines along with their other duties; that the operation of reproducing machines is not a type of work that has ever been performed exclusively by clerical employes of any group; and that Claimant, employed in the Machine Accounting Bureau seniority district, has no right to claim work in the Freight Accounting seniority district.

In this instance, the claim concerns the use of a reproduction machine, located outside Claimant's seniority district, which requires no special skill to operate.

The evidence omits any showing of Claimant's contractual right to work in the Freight Accounting seniority district.

The Board must therefore find that the Agreement was not violated.

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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of March 1969.