



Award No. 17266

Docket No. CL-18018

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(SUPPLEMENTAL)**

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

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

**STATION EMPLOYES
BROOKLYN EASTERN DISTRICT TERMINAL**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6536) that:

1. The Carrier violated the established practice, understanding and provisions of the Clerks' Agreement, particularly, Rules 12, 21, 23, 48, 50, among others when it failed to assign Service Clerk S. J. Czujack to work overtime on his regular assigned position each day effective April 10th, 1967 and instead assigned his work on an overtime basis to General Clerk S. Carrella.

2. The Carrier shall pay Clerk Czujack at the rate of time and one-half for two (2) hours each day effective April 10th, 1967, and each day thereafter until the violations are corrected and the work and overtime properly assigned to the claimant who performs the disputed work during his regular assigned hours.

EMPLOYEES' STATEMENT OF FACTS: There is in effect a Rules Agreement effective April 1, 1938, and revisions of September 1, 1949 and July 7, 1955, and the National Agreements signed at Chicago, Ill., on August 21, 1954, August 19, 1960, June 5, 1962, November 20, 1964 and December 15, 1966, covering Clerks, Chauffeurs, Checkers, Yard Clerks, Watchmen, Freight Handlers, etc., between this Carrier and this Brotherhood. The Rules Agreement will be considered a part of this statement of facts. Various Rules and Memorandums may be referred to from time to time without quoting in full.

This dispute involves the Carrier arbitrarily ordering Clerk Carrella, General Clerk, to suspend work on his regular assigned position a few hours each day, both, during regular hours and for two (2) hours overtime daily, to work and perform the duties of the Car Service Clerk's position held by senior Clerk Czujack, and refuses to give the overtime to the regular incumbent of the Car Service Clerk's position.

On June 9, 1967 a claim was submitted by Clerk Czujack to Mr. W. J. O'Keefe, claiming two (2) hours overtime each day effective April 10, 1967, on account of Carrier assigning his work on an overtime basis to junior clerk S. Carrella. (See Employees Exhibit "A")

As will be noted herein before, the duties of the General Clerk was to assist the Car Service Clerk, and this has always been performed by the General Clerk, in the present case, Clerk Carrella, since he was awarded the position containing these duties in March, 1961. As an example, practically every month since 1961, Clerk Czujak required help on a day by day basis in bringing the Interchange Reports and other Car Record work up to date. This work was performed by Clerk Carrella in order that the Carrier could operate its Railroad in an efficient manne. At no time prior to the claim did Clerk Czujak object to the assistance rendered by Clerk Carrella in performing the duties of the Car Service Clerk Position.

(Exhibits not reproduced)

OPINION OF BOARD: Claimant Car Service Clerk alleges that the Carrier has been violating the rule against suspending work during regular hours for the purpose of absorbing overtime. It is alleged that during his normal work day the incumbent of the General Clerk position has been assigned certain car-record work not normally a part of his position, thereby requiring him to work overtime to complete his regular work.

The record does not establish that the work allegedly improperly assigned to the General Clerk belong exclusively to Claimant, nor that the latter had any superior rights to the performance of said work. As a matter of fact, it appears the work complained of was properly a part of the General Clerk's duties.

Accordingly, we have no alternative but to deny the claim.

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

That the parties waived oral hearing;

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD

By Order of Third Division

ATTEST: S. H. Schulty

Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1969.