



Award Number 17912

Docket Number CL-18333

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6606) that:

1. Carrier violated the Clerks' Agreement when, on ten dates, namely, January 30, 31, February 1, 2, 5, 12, 13, 14, 15 and 16, 1968, it required the occupant of Stenographer position in the Superintendent's office, St. Louis, Missouri, to suspend work on that position and work eight hours each day in the Train and Enginemen's Timekeeping Department in the Superintendent's office, St. Louis, Missouri, as an addition to the established force therein, in order to absorb overtime, to perform the work of posting time, which was a major part of the normal and regular duties of the Chief Timechecker and Timechecker, which Carrier action was in violation of Rules 1, 2, 3, 5, 8, 9, 13, 14, 21 (h), 25 (f), 45 and related rules of the Clerks' Agreement.
2. (a) Carrier shall be required to compensate regularly assigned Chief Timechecker G. W. Hawthorne for four (4) hours at the punitive hourly rate of \$5.081, amount \$20.324, for each of the 10 dates shown in Item 1 above, amount \$203.24.

(b) Carrier shall be required to compensate regularly assigned Timechecker L. C. Murphy for four (4) hours at the punitive hourly rate of \$4.935, amount \$19.74, for each of the ten dates shown in Item No. 1 above, amount \$197.40.

EMPLOYES' STATEMENT OF FACTS: The Superintendent's office force at St. Louis, Missouri, located at 3001 Chouteau Avenue, consisted of the following positions, when these claims originated and during the claim period:

OPINION OF BOARD: Upon consideration of testimony presented, exhibits introduced and the collective bargaining agreement, it is determined that the Carrier did not violate Rules 1, 2, 3, 5, 8, 9, 13, 14, 21 (h), 25 (f), 45 and related rules for the Clerks' Agreement.

We agree that Mr. Hawthorne and Mr. Murphy, by virtue of their seniority rights, established with the provisions of Rule 8, were assigned to the Chief Timechecker and Timechecker positions respectively. They held contractual right to occupy these positions and to perform the work that was assigned and attached thereto, until such time as they vacated those positions in accordance with the rules of the Clerks' Agreement.

In the instant case, there was an increase in the volume of timekeeping work of compiling payrolls. Mrs. Blalock and Mrs. O'Laughlin were instructed to temporarily assist in the timekeeping department and were paid the higher rates of pay.

We believe the agreement allows the lending of a hand by one employee to another under the circumstances present here and that the temporary occurrence on the dates involved was in complete harmony with the provisions of Rule 31 (c). If the move had been dictated by a desire to prevent the Timechecker from absorbing overtime the claim would be compensable. It was not.

Under all the facts and circumstances herein, we cannot find that the Claimants have sustained the burden of proof required to establish that the Carrier required Mrs. Blalock and Mrs. O'Laughlin to suspend work on the Stenographer position in order to absorb overtime, to perform the work of posting time, which was a major part of the normal and regular duties of the Chief Timechecker and Timechecker.

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 8th day of May 1970.