

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21427
Docket Number CL-20659

William M. Edgett, Referee

(Brotherhood of Railway, Airline and
(Steamship **Clerks**, Freight Handlers,
(Express and Station Employees
PARTIES TO DISPUTE: (
(Burlington **Northern** Inc.

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7505) that:

1. Carrier violated the **Working** Agreement, with an effective date of March **3, 1970**, when on Saturday, July **29, 1972**, and each Saturday thereafter it assigned a relief **Telegrapher** to relieve the Cashier Clerk, C. F. Gilder at Blaine, Washington.

2. The Carrier shall now compensate Cashier Clerk C. F. Gilder, Blaine, Washington, as follows:

9 hours overtime for Saturday, July **29, 1972**
9 hours overtime for Saturday, August **5, 1972**
10 hours overtime for Saturday, August **12, 1972**
8.5 hours overtime for Saturday, September 2, **1972**
10 hours overtime for Saturday, September **9, 1972**
8.5 hours overtime for Saturday, **September 16, 1972**
10 hours overtime for Saturday, September 23; **1972**
8.5 hours overtime for Saturday, September **30, 1972**

and in addition thereto, overtime for the hours worked by the relief Telegrapher for each Saturday thereafter until the violation is corrected.

OPINION OF BOARD: Claimant is cashier clerk at Blaine, Washington. After Carrier established a relief telegrapher position, and assigned the incumbent to work on Saturday at Blaine, claimant no longer **was** called to work on Saturdays, as had been the practice. The Employees cite Rules **36** (F), **37** (F) and **43** (B) in asserting that **claimant** had "a contractual right to **follow** the work attached to his position on Saturdays."

The record does not support the assertion that **claimant** was deprived of work "attached to his position." The clerks and telegraphers at Blaine all perform clerical duties in connection with Customs Work **and in** addition the Telegraphers **perform** TO work. **The** facts clearly show that the work performed by the Telegrapher on Saturday is not work which can be said to be "attached **to**" claimant's position.

Role 36 F, Work On Unassigned Days, is not applicable here. The work performed is **part of** an assignment; it is part of the Telegrapher's assignment. There can only be application of 36 F when the condition stated in it is found, **that is**, "where work is required by the Carrier to be performed on a day which is not a part of **any** assignment."

Rule 43 B deals with relief positions. Carrier did **not** violate it by **assigning** a Telegrapher a fifth day of work, as required by his agreement, **when** the work assigned to him is work **which** is not work which is exclusively reserved to the Clerks, and is work which Telegraphers regularly perform at Blaine.

Rule 37 F also does not support the Claim. The intent of the Rule is to require calling an employee to work a position when it is **assigned** to work on "day **or** days it is not assigned to work." In order to come **under** the provisions of the rule it **must** first be shown that assignment **of over-**time **among** employees who are required to work overtime by the **Company** is **in** question. **Overtime** is not involved since the **Telegrapher** is working the fifth day **of** his regular five-day assignment and is performing his regular duties.

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;

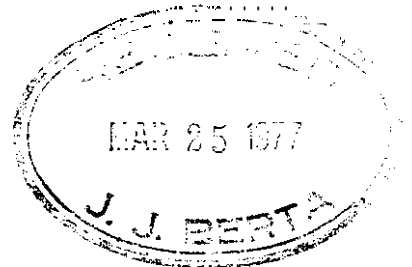
That the Carrier and the **Employees** involved in this dispute are respectively Carrier and **Employees** within the meaning of the Railway Labor Act, as approved June 21, 1934;

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:

A. W. Paulose
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1977.