

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22182
Docket Number CL-21362

George S. Roukis, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees

PARTIES TO DISPUTE. 3: (
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
GL-8304, that:

"1. Carrier violated the Agreement when it failed to pay rate of time and one-half, clerk-operator rate, to Mr. W. G. Williams, for working clerk-operator position, Robbins, S. C. on the Florence Division, on dates of June 19 and 20, 1975, 8AM to 4 PM.

2. Carrier shall compensate W. G. Williams, difference in pay between straight-time and time and one-half, at clerk-operator rate, for dates of June 19 and 20, 1975, 8 AM - 4 PM."

OPINION OF BOARD: The pivotal question in this dispute is whether or not a guaranteed extra board employee within the definitional context of this agreement can be considered a regularly assigned employee.

Accordingly, we have carefully reviewed the language of Rule 18(f) which provides the methodological procedures for establishing guaranteed extra boards and the April 18, 1975 implementing Memorandum of Agreement which details the specific workplace standards and practices germane to this employment category.

While we recognize the persuasive similarities between extra board and regularly assigned employees, particularly, the initial bulletined assignments, displacement rights and assigned headquarters points, we also recognize significant differences. For instance, after the initial bulletined assignment, extra board positions are then filled pursuant to the seniority requirements of Rule 17. This change is distinguishable from the repetitive bulletined procedures of regularly assigned employees. Moreover, the language of the April 11, 1975 Memorandum emphasizes the rotational nature of extra board employees' work assignments.

In the instant case, claimant was working in a position that was under bid. It was not a **permanent** assignment. Instead, it reflected the variability characteristics of extra board **employees**.

Conversely, we are also mindful that extra board **employees** are provided with stronger employment protections than unassigned employees. But these hierarchical superior distinctions are not the functional equivalents of the regularly assigned employees.

We have no record of any **specific** past practice or demonstrable understanding that would suggest **otherwise**.

The language of Rule 65 and its subsequent interpretative construction by the March 27, 1975 Memorandum of Agreement pertains **exclusively** to regularly assigned **employees**. Since we have found that extra board **employees** are not de facto analogous to regularly assigned **employees**, its application herein is **moot**. We will 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:

A.W. Pauls
Executive Secretary



Dated at Chicago, Illinois, this 31st day of August 1978.