

The Third Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
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(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10170) that:

1. Carrier violated the rules of the current Clerks' Agreement at Los Angeles, California on February 17, 1986, when it required each of the Claimants (see attached Exhibit 'A') to take the holiday off (Presidents Day) and allowed other employees to perform their duties, and

2. Each Claimant listed shall now be compensated for eight (8) hours' pay at time and one-half for February 17, 1986, at Customer Service Clerk position rate of pay in addition to any other compensation they may have received on this day as a result of such violation of Agreement rules, and

3. Carrier shall now be required to pay 10% interest compounded daily until this claim is paid."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

At the time that this dispute arose, Carrier's Traffic Department maintained five Customer Service Centers at which Customer Service Clerks handled telephone inquiries from customers concerning movement of their shipments. The only duties performed by these clerks in each Center, which now have been reduced to two, is to answer the telephone and handle customer inquiries. CSC Clerks at any location are capable of tracing the location of any shipment within the system.

On President's Day, February 17, 1986, Carrier closed all of its Customer Service Centers except the Chicago Center. Customer calls directed to the closed Centers were answered by a recording giving them a different 800 number to call or were automatically routed to the Chicago Center by forwarding equipment which placed them into Carrier's internal communications network.

Eleven CSC clerks assigned to the Los Angeles Center, which is in a different Seniority District from the Chicago Center, filed a Claim contending that work normally performed during their regular workweek was performed on the President's Day Holiday by CSC clerks in the Chicago Center. The Organization contends that having Chicago Center CSC clerks perform work of Los Angeles Center CSC clerks on a holiday is a violation of Rule 32-G which reads:

"Assignment of Overtime

32-G In working overtime before or after assigned hours employees regularly assigned to class of work for which overtime is necessary shall be given preference, i.e.,

- (1) Occupant of position to have rights to overtime work on his position.
- (2) If more than one employee is regularly assigned to class of work, the senior available employee in that class of work will have prior right to the overtime work.
- (3) If none of the employees are available as provided in (1) and (2) above, the senior available qualified employee at the point who has served notice in writing of his desire will then have prior right to overtime work.

NOTE: This principle shall also apply to working on holidays."

The Carrier contends that all CSC clerks in its Centers do the same work, therefore, none of that work is exclusive to the Claimants. It argues that such "pool type work" does not establish preferential entitlement to a particular employee when its performance is required on a holiday.

We have examined the authorities cited by the parties and find that none is precisely on point and of little help except for broad guidelines on the application of this and similar rules.

Nonetheless, this Board finds that Rule 32-G establishes which employees are to be given preference for the work even when the work is "pool type" and the employees in the "pool" are regularly assigned at different locations in different Seniority Districts.

Paragraph (2) of Rule 32-G clearly indicates that if more than one clerk is regularly assigned to a class of work, the senior employee will have prior rights to overtime. The Note to the Rule indicates this principle applies on holidays. On President's Day 1986, Carrier did not need all of its CSC clerks. Under the Agreement, it was permitted to blank the assignments of those who were not required. But, the senior available employee had prior rights to any of the work that was required. This prior right is not limited to Seniority District, nor is it limited to a location in the instant situation.

In this case, the Carrier did not offer the work to the senior employees. Instead, it closed the Los Angeles Center and had all of the pool work performed at the Chicago Center notwithstanding the seniority rankings of the employees normally assigned to the class of work involved. This was a violation of Paragraph (2) of Rule 32-G.

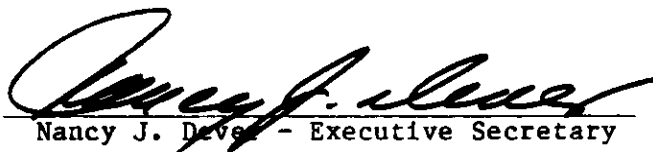
As a remedy for this violation, this Board has determined that each of the properly listed Claimants who possess greater seniority than any of the CSC clerks who worked in the Chicago Center on February 17, 1986, are to be paid eight hours at time and one half rates (the Holiday pay rate). Interest will not be allowed. Designation of the Claimants to be paid shall be done through a joint check of Carrier records.

A W A R D

Claim sustained in accordance with the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deves - Executive Secretary

Dated at Chicago, Illinois, this 16th day of October 1989.