

Award No. 5315

Docket No. CL-5282

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Francis J. Robertson, Referee

PARTIES TO DISPUTE:

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

**THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway & Steamship Clerks, Freight Handlers, Express and Station Employees on the New York, New Haven & Hartford Railroad, that the Carrier violated the Clerks' Agreement,

1. When they required Miss Dora Moylan to suspend work on her regular assignment as Intransit Clerk, and work in the Station Accounts Bureau performing correction work for a period of six and one-half days between September 1, and 9th, 1948, also Miss Helen Crowley was required to suspend work on her regular assignment in the Intransit Bureau and work in the Station Accounts Bureau performing correction work for six days between September 1 and 9th, and 4½ days between September 28th and October 2nd, 1948.

2. That Clerks Moylan and Crowley be paid the rate of their regular position for each day withheld from their position in addition to the amount paid for working correction positions, 6½ days between September 1 and 9th for Miss Moylan and 6 days between September 1 and 9th and 4½ days between September 28th and October 2nd, 1948 for Miss Crowley.

EMPLOYEES' STATEMENT OF FACTS: The Carrier's Accounting Department in its General Office at New Haven is divided on a sub-departmental basis and staffed by officers of the Carrier, one of whom is designated as Auditor of Freight Receipts. This office and/or department is also divided into a number of sub-departments and headed by Chief Clerks and Bureau Heads. Of the latter there are eight separate and distinct "Bureau Heads" in charge of the respective Bureaus as tabulated on pages 15 and 16 of our Agreement with the Carrier effective July 1, 1947, that is on file with your Honorable Board. Included in this group is one designated as Bureau Head—Station Accounts Bureau, and the other, not listed in the Agreement, designated as "Intransit Bureau," each, however, in charge of a separate Supervisor—Mr. Coleman in charge of the Intransit Bureau and Mr. Cronin in charge of the Station Accounts, both Supervisors, however, reporting direct to the Accountant, Mr. Aldrich of the Station Accounts Section.

There are eighteen positions in the Intransit Bureau and nine in the Station Accounts Bureau, all having designated position numbers, for identification purposes, and duties definitely and normally assigned thereto as

their rates reduced,' being allowed \$10.232 and \$10.25 per day, respectively, while assisting in the Station Accounts Bureau.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants were regularly assigned to clerical positions in the Intransit Bureau. On the days involved in this claim because of changes in the general freight rate structure there was an abnormal increase in the correction on hand at the end of the month in the Station Accounts Bureau. The claimants were taken off their regular assignments and required to perform work in the Station Accounts Bureau to reduce the backlog.

The question involved in this docket has been presented to this Board on numerous occasions. Rule 58 of the applicable Agreement which governs the disposition of this claim provides that employees will not be required to suspend work during regular hours to absorb overtime.

Carrier has contended that the fact that the bulletin advertising the position on which the claimants were regularly assigned contained the phrase "other work as assigned" permitted its action herein. We find that contention untenable. The duties which the claimants performed in the Station Accounts Bureau were not assigned to their positions but were assigned to positions in the Station Accounts Bureau. On the basis of the record, it is clear that the effect of requiring claimants to perform the involved work in the Station Accounts Bureau was to avoid the working of overtime by the clerks in that Bureau. Under the circumstances, there being no emergency, a sustaining Award is in order. (See Awards 4352, 4499 and Awards cited therein.)

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 9th day of April 1951.