

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Angus Munro, Referee

PARTIES TO DISPUTE:

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

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, that:

1. The Carrier violated the Clerks' Agreement when it required Clerk M. E. Quattlebaum to leave his regular assigned position of clerk in Waycross, Ga. storeroom with certain specific duties as defined in bulletin dated October 21, 1949, at rate of \$12.54 per day, and on December 30, 1949, required him to work his entire 8 hour assignment on clerical position known as 441 clerk, and

2. Claim that Mr. M. E. Quattlebaum be paid at rate of \$12.54 per day for one 8-hour day, December 30, 1949, which is the day he was withheld from his assignment. This is in addition to the amount he was actually paid for working on the 441 desk, and

3. The Carrier violated the Clerks' Agreement when it required Clerk C. A. Milton, Waycross, Ga. storeroom to leave his regular assigned position as inside stock book clerk at a rate of \$12.13 per day on December 30, 1949, and required to assist the 441 clerk for a period of 6 hours and 15 minutes, and

4. That Mr. C. A. Milton, in addition to the pay already received, be paid for 6 hours 15 minutes time at rate of \$12.13 per day covering the time he was withheld from his assigned position and required to work the 441 desk.

EMPLOYEES' STATEMENT OF FACTS: On October 21, 1949, the Carrier issued bulletin attached as Employees' Exhibit No. 1 at Waycross, Ga. Store-room, covering the position of clerk at \$12.54 per day with specific duties and working from 7:30 A. M. to 12 noon and from 1 P. M. to 4:30 P. M. daily except Saturdays, Sundays, and holidays. Under date of October 28, 1949, this position was assigned by bulletin to Mr. M. E. Quattlebaum and he occupied this position on December 30, 1949.

Mr. C. A. Milton upon his return from military service on or about May 3, 1946, exercised his seniority on position known as inside stock book clerk which position carried a rate of \$12.13 per day on December 30, 1949. The positions occupied by Mr. Quattlebaum and Mr. Milton as well as the 441 position

It will be noted that the claim in behalf of Clerk Milton is that he be paid for six hours and 15 minutes, not for a full eight hours, on December 30. This, it is supposed, stems from the fact Clerk Milton had to spend one hour and 45 minutes during the day on his own position, to keep it on a current basis, which was entirely in accord with the understanding had with him by the Division Storekeeper when he requested Milton to aid the 441 Clerk. Claimant Quattlebaum, on the other hand, had his work in such shape that it was not necessary for him, during the day of December 30, to work on his own assignment any protracted length of time, but only intermittently, to keep his desk on a current basis.

When this claim was first handled by the Employees on the property, it was for a day's pay for the two senior cut off clerks on December 30, and an extra day's pay at the 441 Clerk's rate for Clerks Quattlebaum and Milton, apparently on the wholly unsupported theory Carrier blanked the positions held by Claimants on December 30. At some stage of the handling on the property, the claim was amended to one in behalf of only Clerks Quattlebaum and Milton for an additional day's pay at the rate of their assigned positions. This, in itself, is indicative that the Employees found to be untenable their contention that the positions of Claimants Quattlebaum and Milton were blanked on December 30. Equally untenable is their position that because these men aided on the 441 desk, a lower rated position than their own, they should be paid an additional day's pay.

There is absolutely nothing in the current Agreement which will sustain this claim and it has all the earmarks of an attempt by the Organization to gain an interpretation which would promote nothing less than sheer feather-bedding. To hold that this claim has merit will be tantamount to saying that when a Clerk has his own work on a current basis he should sit idle and, so to speak, "twiddle his thumbs" while clerks all around him may be deluged with work. Such an interpretation would, likewise, have the effect of condemning the practice of clerks, whose duties are caught up, aiding other clerks, within the same office, who are not so fortunate in the handling of their duties. An interpretation such as that would strike at the very heart of cooperative effort, which is not necessary in any office, and encourage idleness during working hours.

Carrier firmly believes that your Board will not wish to sustain this claim and by that action lend support to the afore-mentioned interpretation which will surely stem from a sustaining award. Carrier respectfully requests that this claim be denied in its entirety, as it is in no manner sustained by the Agreement.

The respondent Carrier reserves the right, if and when it is furnished with the ex parte petition filed by the petitioner in this case, which it has not seen, to make such further answer and defense as it may deem necessary and proper in relation to all allegations and claims as may have been advanced by the petitioner and which have not been answered in this, its initial answer.

Data in support of the Carrier's position have been presented to the employees' representative.

(Exhibits not reproduced).

OPINION OF BOARD: On December 30, 1949, one Quattlebaum was the regularly assigned holder of job 439 and was ready, able, and willing to protect the work thereof. On the same date one Milton was the regularly assigned holder of the inside stock book job and was also ready, able, and willing to protect the work thereof. Both jobs were situated at Waycross, Georgia. Carrier also maintains at the same location job 441.

On the above mentioned date the first named employee was directed by Carrier to perform the duties of the last above mentioned job and the last named employee after protecting his work one hour and 45 minutes was likewise

directed to perform the duties of the last above mentioned job for the remainder of his work day.

Both of said named employes aver the above described act on the part of Carrier to be repugnant to Schedules Rules 3, 4, 7, 10 and 55. This opinion only concerns Rule 55.

By way of defense Carrier pleaded the Rule on preservation of rates, i.e., Rule 65. Award 5625 lays down the rule that such is not a defense under certain conditions. Hence our task is to determine if conditions here prevailing meet the test set out in the above award.

The record indicates on the day in question it was necessary to meet a dead-line with reference to certain work incident to the 441 job. Respondent urged it had long been the practice to act as it did 'where there is slack on some positions and a little too much work on others for a short period of time'. Respondent further contended the work of the named employes did not suffer as a result of its act and that to find merit in the claim before us would mean an employee whose work was on a current basis would sit idle and twiddle his thumbs thereby injuring office morale.

In Award 5287, we said it is reasonable to say a job will require on an average from day to day the full time services of a fairly efficient employee, we still adhere to that view. We cannot conceive of a Carrier interested in economical and efficient operation of its affairs, as we presume this Carrier is, maintaining positions from which it could direct the holders thereof to perform other than their assigned duties without injury to the assigned duties. By this we do not mean the holder of a job may not either voluntarily or by direction "lend a hand" and we do not think or understand the Brotherhood is so contending. We think the time spent on the job in question by the named employes amounts to a suspension from their regular assignment and was for an extended period of time. Certainly we do not see how Carrier can reconcile its assertion it would not have ordered overtime on the 441 job even if it had not detailed the named employes as it did, with its statement concerning a deadline. We rely on the latter.

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 Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as amended June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

Carrier violated Schedule Rule 55.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois, this 17th day of April, 1952.