

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

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

SEABOARD AIR 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 the Seaboard Air Line Railroad Company and/or its Officers violated the Rules of the existing Agreement

(a) When on Saturday, March 10, 1951, an employe namely, Clerk K. C. May, was used and did perform work assigned to and normally performed by Clerk O'Neal during his regular Monday-Friday assignment.

(b) That Clerk O'Neal be compensated for eight hours Saturday, March 10, 1951, at the rate of time and one-half of his daily rate on account of this violation.

EMPLOYEES' STATEMENT OF FACTS: The employees involved in this claim were employed at Carrier's storehouse located in Jacksonville, Florida, during the month of March 1951. All three were assigned a work week of Monday thru Friday with Saturday and Sunday as rest days and their assigned hours were 7:00 A. M. to 3:30 P. M. with a thirty minute lunch period from 12:00 M. to 12:30 P. M. The following are the employees involved.

Name	Position Title	Daily Rate of Pay	Seniority Date
J. M. Millan, Jr.	Store Foreman	\$13.87	4-18-25
M. A. O'Neal	Stockman-Clerk	\$13.87	8- 7-44
K. C. May	Stockman	\$13.45	8-12-46

Stockman-Clerk M. A. O'Neal will be hereinafter referred to as Claimant.

On Friday, March 9, 1951, the Storekeeper Mr. H. F. Perritt authorized Store Foreman Millan to work on Saturday, March 10, one of his assigned rest days. The Store Foreman is responsible for the unloading of materials destined to the storehouse and supervises a large gang of laborers who perform the actual unloading. The Stockmen assume no responsibility for the material until it is unloaded, after which the Stockmen check the material and store it in bins or on shelves at, or in the storehouse. The only exception to the foregoing is that wheels and axles because of their weight and volume and to avoid duplicate handling and lost motion, are unloaded and piled at the location where stored. The force which unloads and stores these wheels and axles is a regular crew of approximately 16 laborers, assigned to Claim-

OPINION OF BOARD: It is undisputed that the Store Foreman as well as the claimant could properly supervise the unloading of axles by the labor gang. Since K. C. May was filling the position of and working as Store Foreman on March 10, 1951 he possessed all of the authority and responsibility of that position, so it was perfectly proper for him to supervise the unloading of two cars of axles on that day.

There is some contention by the Organization that claimant should have been used instead of May to fill the Store Foreman position but that issue was not raised in the handling on the property nor by the claim filed here so we decline to discuss it.

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

The agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of July, 1955.