

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the provisions of the Rules Agreement, effective May 1, 1942, except as amended, particularly Rules 4-A-6(a) and 5-E-1(e), by requiring the incumbent of Clerical Relief Position No. 11, South Street Yard, Indianapolis, Indiana, Southwestern Division, to suspend work on Position B-78-G at South Street Yard on Sundays and perform service on Position B-77-G at West Street Yard, Indianapolis.

(b) Clerk L. L. Stanfield, regular incumbent of Position B-77-G at West Street Yard, be allowed a three hour call for Sunday, June 8, 1952, and all subsequent Sundays until the violation is corrected. (Docket W-835)

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the class or craft of employees in which the Claimant in this case held a position and the Pennsylvania Railroad Company—hereinafter referred to as the Brotherhood and the Carrier, respectively.

There is in effect a Rules Agreement, effective May 1, 1942, except as amended covering Clerical, Other Office, Station and Storehouse Employees between the Carrier and this Brotherhood which the Carrier has filed with the National Mediation Board in accordance with Section 5, Third (e), of the Railway Labor Act, and also with the National Railroad Adjustment Board. This Rules Agreement will be considered a part of this Statement of Facts. Various Rules thereof may be referred to herein from time to time without quoting in full.

Mr. L. L. Stanfield, the Claimant in this case, is the incumbent of Clerical Position B-77-G at West Street Yard, Indianapolis, Indiana, tour of duty 2:30 P.M. to 11:30 P.M., including one hour meal period, Monday through Friday, rest days Saturday and Sunday. Position B-77-G is a six-

OPINION OF BOARD: Claimant Stanfield is regularly assigned to a six-day position of Yard Clerk, B-77-G, at West Street Yard in Indianapolis, with tour of duty from 2:30 P. M. to 11:30 P. M., Monday through Friday, rest days Saturday and Sunday. Regular relief is furnished on Saturday, the position not being represented on Sunday. There is also a Yard Clerk position, designated B-78-G, at South Street Yard, Indianapolis, assigned in seven day service, with tour of duty 3:00 P. M. to 11:00 P. M., the incumbent's rest days being Sunday and Monday. On Sunday this position is protected by Relief Position No. 11, which was bulletined as such. In addition to being in the same craft and class, Positions B-77-G and B-78-G are included in the same seniority district, and carry the same rate of pay.

On June 4, 1952 the Carrier posted a notice advising that the location of duties on Sundays for Relief Position No. 11 should be "South Street—West Street and LaSalle Street Yards." The incumbent of this relief position continued to begin and end his Sunday tour of duty at South Street Yard at the designated hours for position B-78-G (3:00 P. M. and 11:00 P. M.), and to perform the work of said position. In addition, however, he performed approximately 1½ hours of Yard Clerk work at West Street Yard on Sunday. The West Street and South Street facilities are two miles apart. The subject work performed at the two locations is similar in nature.

The Organization contends the Carrier's action in requiring the incumbent of Relief Position No. 11 to perform the stated Sunday work at West Street is violative of the Agreement. Call-in pay in the amount of three hours under Rule 4-A-6(a) is requested for Claimant Stanfield for each of the Sundays involved. The Organization asserts the Agreement does not permit the use of a Relief Clerk to relieve two different positions, at different locations and with different starting times, on the same day. Rule 5-E-1 (e) is said to have been violated. It is asserted that the disputed duties at West Street represent work on an unassigned day which Claimant Stanfield should have been called in to perform under Rule 4-A-1(i), since he was the regular employe and there were no extra clerks available.

The Carrier responds that the notice issued June 4, 1952 had the effect of changing the location of the Sunday assignment for Relief Position No. 11 to also include the West Street and LaSalle Street Yards, that thereafter the disputed work at West Street was not work on an unassigned day, and thus Rule 4-A-1(i) is not applicable. Carrier asserts that neither Rule 5-E-1 (e) nor any other Agreement provision prevents Management from combining similar duties at two or more locations within the same seniority district and assigning such work to a single relief position.

We are of the opinion that the Carrier's action did not violate the Agreement. It is not disputed that the Carrier properly established Relief Position No. 11 in the first instance to include protection of Position B-78-G at South Street on Sundays. By posted notice Management then sought to include the contested work at West Street. As previously noted, the work at this other location falls in the same class and craft, is in the same seniority district and carries the same rate of pay. The Relief Clerk is qualified to perform such work. There is no barrier by reason of distance in performing this work within the pre-existing tour of duty. The Relief Clerk does not have two starting times, as the Petitioner contends.

Rule 5-E-1(e) does not bar the Carrier's action, in our judgment. Nothing in that Rule prevents Management from requiring a relief employe to perform similar work under the circumstances here shown. This work was properly assigned to Relief Position No. 11, with the result that Rule 4-A-1(i) is not applicable.

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 approved June 21, 1934;

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

That the Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 11th day of July, 1957.