

Award No. 9772

Docket No. CL-8729

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John Day Larkin, Referee

PARTIES TO DISPUTE:

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

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY

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

1. Carrier violated the Clerks' Rules Agreement when it required the Chief Clerk to perform the Transit Clerk's duties on Saturday which is one of the assigned rest days of the Transit Clerk's position.

2. Carrier shall, therefore, compensate Employee P. L. Morkwed, occupant of Transit Clerk Position No. 20, for two hours and forty minutes (2'40") at the time and one-half rate of his regular Transit Clerk's position for Saturday, November 20, 1954, and each subsequent Saturday until September 1, 1955.

EMPLOYEES' STATEMENT OF FACTS: The following two positions are among those included in the clerical assignments in the freight office at Red Wing, Minnesota:

Title	Pos. No.	Rate of Pay	Hours of Assignment	Rest Days	Occupant
Chief Clerk	18	14.2360	8 AM to 5 PM	Sun & Mon	M. A. Walsh
Transit Clerk	20	13.7560	7 AM to 4 PM	Sat & Sun	P. L. Morkwed

Employee Morkwed left the Transit Clerk position to take the Cashier position on September 1, 1955.

The principal duties of the Transit Clerk position consist of:

Checking yard

Work up yard check

Make wire reports 37 and 32

Make out demurrage and average agreement

which is an arrangement specifically provided for in Rule 27 (a) quoted above and that there has been no violation of the schedule rules as alleged by the employees. We respectfully request a denial award.

All data contained herein has been presented to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier has certain employees stationed at Red Wing, Minnesota. Among them are the following employees, with schedules staggered to preserve the forty hour week and still have the office covered each week through Saturday:

Chief Clerk	8:00 A.M. to 5:00 P.M.	Tuesday through Saturday
Cashier	8:00 A.M. to 5:00 P.M.	Monday through Friday
Transit Clerk	7:00 A.M. to 4:00 P.M.	Monday through Friday
Warehouse Man	8:00 A.M. to 5:00 P.M.	Monday through Friday

Rule 27(a) of the parties 1949 and subsequent Agreements provides for such scheduling.

The claim here presented is on behalf of Transit Clerk P. L. Morkwed for certain work performed on Saturdays by Chief Clerk M. A. Walsh from November 20, 1954 until September 1, 1955 at which time Claimant Morkwed left the position of Transit Clerk to accept a promotion to a higher clerical position.

Admittedly some of the duties performed on each of the several Saturdays was work normally done by the Transit Clerk from Monday to Friday, during his regular schedule. The time required for these clerical duties on Saturdays is estimated by the Claimant to be two hours and forty minutes, and by the Carrier to be approximately two hours each week.

The petitioner contends that this is not a proper stagger of the work-week as contemplated by the language of Rule 27(a), since the Chief Clerk does not normally perform these duties during the week from Monday to Friday; and the Transit Clerk does not perform the Chief Clerk's duties during the latter's absence on Monday. However, the Carrier contends that on Monday, while the Chief Clerk is having one of his off days, the Cashier performs certain duties which normally belong to the Chief Clerk. In this way all essential clerical work is performed by the several employees from Monday through Saturday.

While the facts of each case is different from those in every other, there are certain basic principles which this Board has already enunciated, in comparable situations involving these same parties. It is our opinion that this case must be disposed of on the same basis as those dealt with in Awards 9042 and 9043. The claim is without merit.

Because of this conclusion we think it unnecessary to give consideration to the Carrier's objection to the fact that the original claims set forth on behalf of Mr. Morkwed was later amended. Since it is our conclusion that the several clerical duties at Red Wing, Minnesota have been satisfactorily handled on the basis of the staggered, Monday through Saturday, schedule and this is in accord with Rule 27(a) of the parties' Agreement, we find no basis for sustaining this claim.

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

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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 Agreement has not been violated.

AWARD

Claim denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 16th day of December, 1960.