

Award No. 9787

Docket No. CL-9421

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Joseph E. Fleming, Referee

PARTIES TO DISPUTE:

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

CLINCHFIELD RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Clinchfield Railroad Company, that the Carrier violated the Clerks' Agreement:

1. When on January 2, 1956, a holiday, and an unassigned day for the Utility Clerks' and the Cashier's position, it required or permitted the Utility Clerk, Miss V. B. Daniel, to perform the work of the Cashier's position instead of assigning the work on the unassigned day to the occupant of the Cashier's position, Mr. L. J. Luntsford.

2. When on Saturday, March 31, 1956, a rest day and an unassigned day for both the Utility Clerk's and the Cashier's positions, it required or permitted the Utility Clerk, Miss V. B. Daniel, to perform the work of the Cashier's position instead of assigning the work on the unassigned day to the occupant of the Cashier's position, Mr. L. J. Luntsford.

3. That the Carrier now be required to compensate the Cashier, Mr. L. J. Luntsford, for eight (8) hours at the rate of time and one-half, the rate of pay for holiday work, for January 2, 1956, and for eight (8) hours on Saturday, March 31, 1956 at the straight-time rate.

EMPLOYEES' STATEMENT OF FACTS: The freight office at Kingsport, Tennessee is open five days a week Monday through Friday except holidays or the day observed in lieu of holiday Natinally. All employees—including Mr. Luntsford and Miss Daniel—are assigned Monday through Friday with Saturday and Sunday rest days. Work required by the Carrier to be performed on Saturday, Sundays and Holidays is on the call basis.

Mr. Luntsford is assigned to the position of Cashier the bulletined duties of which are:

"Handling all collections and remittances and accounting pertaining thereto, preparing reports as directed by the Agent, Chief Clerk, General Auditor and Treasurer and other duties that may be assigned. 'Employees' Exhibit No. 1.'"

ing payment for the time he estimates that it would have taken him to make the collections and entered them on his Cash Book, not the time that she worked, because she was called to perform other work" (Employees' letter January 30, 1956).

We think the claim fails. The Utility Clerk regularly relieves the Cashier more than two hours each day. She is qualified, permitted and/or required to perform any and all work of the Cashier's office. The Carrier was obligated to call her to perform work in connection with closing the station account for the month, and the work performed in the Cashier's office was incidental thereto, a part of her assigned duties, and regularly performed by her.

In handling this claim on the property the Employees have relied on Rule 33, which provides that such work may be performed by an available unassigned employe would would otherwise not have forty hours of work that week; in all other cases by the regular employe. Utility Clerk Daniel was the regular employe; therefore, it was proper to call her.

Rule 44 also has application and provides that in working overtime employees regularly assigned the class of work for which overtime is necessary shall be given preference. The class of work for which overtime was necessary is that of the Utility Clerk position and, therefore, it was proper to call Miss Daniel.

Both the position of Cashier and the position of Utility Clerk are fully covered by all rules of the agreement. The rules must be applied to all employes alike. The rules require that Miss Daniel be called. Therefore, she was called.

CONCLUSION

We have shown that the work performed by Utility Clerk Daniel on January 2 and March 31, 1956, is a part of her regular assignment and has been performed regularly by her for many years.

When such an assignment has been in existence for fifteen years and such work performed regularly by the assigned employe, it certainly cannot be said that the making of entries in the Cash Book on these two occasions is an exclusive duty of the Cashier.

We submit that these claims are wholly without merit and should, in all respects, be denied. We respectfully request the Board to so find.

All matters contained herein have heretofore been presented to the Employees and have been made a part of negotiations on the property.

(Exhibits not reproduced)

OPINION OF BOARD: An analysis of the job content of the position of Claimant who occupies Cashier position and the employe who occupies Utility clerk position reflects that the duties of each are to a large extent overlapping. That the work done by each was within the bulletined description of the duties of each. That the employe who performed the work was the regularly assigned employe and the work performed was incidental to the position.

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois this 30th day of January, 1961.