

Award No. 10677  
Docket No. CL-10623

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION  
(Supplemental)**

Preston J. Moore, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES  
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY**

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

(1) That Carrier violated the Clerks' current Agreement when it unilaterally abolished the Relief Breaker R-113 position, Dallas, Texas, Freight Station, changed the Breaker #111 position from a seven day position to a five day position, and assigned it a work week of Tuesday through Saturday instead of Monday through Friday, and fails to use the regular occupant thereof for work required of that position on Mondays.

(2) That Breaker #111, Z. F. Burford, and/or his successor or successors, if there be any, be paid the difference between the straight time rate and the time and one-half rate for work performed on Breaker #111 position Saturday, January 12, 1957, and likewise for each subsequent Saturday the violation continues, until corrected.

(3) That Breaker #111, Z. F. Burford, and/or his successor or successors, if there be any, be paid for eight hours time at the straight time rate for Monday, January 14, 1957, and likewise for each subsequent Monday the violation continues, until corrected.

**EMPLOYEES' STATEMENT OF FACTS:** With the inauguration of the 40 Hour Week, September 1, 1949, the service, duties or operations of the Dallas Freight Station Warehouse were considered as being necessary seven days per week and Breaker #111 position was so established and maintained until Agent Stringer issued the following notices:

Also Trucker No. 61 (T-17) had Sunday — Monday rest days for years prior to the time it was abolished May 16, 1957, in a force reduction, and there was no relief assignment.

Of course, the amount of freight to be handled fluctuates to some extent from day to day, and it may be necessary on any day to use additional force. This may occur on a rest day of the assignment involved in the present claim, or the other assignments cited above, or on any other day of the week.

Another convenient example of the staggering of work weeks of assignments without relief on rest days is provided by the case covered by Docket CL-9800 now pending before the Board. In that case the assignments of the cashier and assistant cashier at Jonesboro, Arkansas, are staggered. The assistant cashier works Monday through Friday and the cashier works Tuesday through Saturday. There is no claim that this assignment is in violation of the rules. The claim covered by Docket CL-9800 is to the effect that the assistant cashier should have been used on a holiday.

It is clear that assignment of staggered work weeks without relief is nothing new.

The facts outlined show that the claim is not supported by the rules, and Carrier respectfully submits that the claim should be denied.

All data herein has been submitted to representatives of the Employees.  
(Exhibits not reproduced.)

**OPINION OF BOARD:** On or about January 10, 1957, the Carrier changed the assigned rest days of Claimant, the incumbent of Breaker Position #111, from Thursday and Friday to Sunday and Monday. Prior to this date Claimant was relieved on his rest days by Relief Breaker #113 which was abolished on or about January 9, 1957.

Claimant contends that Breaker Position #111 was changed by the Carrier from a 7-day week position to a five day a week position. That since it is a 5-day a week position, the position then should be worked Monday through Friday with Saturday and Sunday as rest days. (Rule 27-3-(b)) Carrier contends that Claimant's Breaker Position #111 is a seven day a week position and that Carrier has the right to stagger work weeks.

The issue is joined and the ultimate question is whether the position is a five day a week position or a seven day a week position.

If it is a 5-day work week Rule 27-3-(b) is applicable and Claimant would be entitled to relief. If it is a 7-day a week position Rule 27-3-(d) would be applicable and Claimant's relief should be denied.

We believe that Rule 27 (note) is controlling. The Rule states: "The expressions 'positions' and 'work' used in this Rule 27 refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of Individual Employees." (Rule 27 is now Article II, Section 1. (Note) of Agreement of March 19, 1949.)

The question therefore becomes, whether the Breaker force was engaged in service, duties or operations carried on 7 days a week. We believe it was (See Record, p.25) (see Labor Members Memorandum pp.11)

Claimant contends that a "position" is assigned 5 days a week making a 5-day position; or it is assigned to one man 5 days a week and a second man one day a week, making it a six-day position; or to one man 5 days a week and a second and/or third man for the remaining two days making a 7-day position.

We are of the opinion that Rule 27 (note) herein above quoted is controlling on this question. If in Rule 27(d) we substitute the wording of Rule 27 (note) it would then read as follows: on service, duties or operations necessary to be performed 7 days per week any two consecutive days may be the rest days with the presumption in favor of Saturdays and Sundays.

This Board has held that positions in the same class and holding seniority in Common can be staggered. (see Award 6946 Carter). Consequently, it is not necessary to assign a second or third man for the remaining two days if it can be accomplished by staggering work weeks.

Claimant contends that the four operations at the Dallas Warehouse, Cottonbelt inbound, Cottonbelt outbound, Acme Fast Freight and Terminal Freight Handling Company Warehouses should not be considered jointly. With this we cannot agree. (see Awards 7166 Carter and 7223 Smith)

We are led to the conclusion for the foregoing reasons that there has been no violation of the Agreement.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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

That the Agreement was not violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of July 1962.