



Award Number 17976

Docket Number CL-18284

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

**ALABAMA, TENNESSEE & NORTHERN RAILROAD COM-
PANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6591) that:

- (1) Carrier violated the Clerks' Agreement on August 3, 1967 when it held a junior employe three hours on overtime work not connected with his assignment, instead of calling the employe entitled to perform the work on an overtime basis at Mobile, Alabama.
- (2) Mr. C. H. Reaves now be allowed three hours pay at the time and one-half rate of Utility Clerk Position No. 21 for August 3, 1967.

EMPLOYEES' STATEMENT OF FACTS: Mr. Reaves is the regular occupant of Yard-Bill Clerk Position No. 24 working 10:00 P.M. to 6:00 A.M. Monday through Friday, rest days Saturday and Sunday and is assigned by bulletin to perform the work of stuffing waybills and freight bill setups. See Employees; Exhibit 1(a). This particular work was assigned to Position No. 24 when the position of Utility Clerk No. 21 was officially abolished in July of 1962, (Employees' Exhibit 1(b)) although Position No. 21, Utility Clerk, is used quite frequently as an extra job called on a day-to-day basis and is not presently bulletined and assigned to any specific employe but is worked as the needs of the service required.

On the claim date in question, August 3, 1967, the junior clerk, Mr. D. M. McGinnis worked eight hours on Report Clerk Position No. 5 from 6:00 A.M. to 2:00 P.M. and was held on overtime to 5:00 P.M. to stuff waybills, work assigned to and performed by Claimant Reaves on his position of Yard-Bill Clerk No. 24 and occasionally performed by the employe working the extra position identified as Utility Clerk No. 21 on the days that position is called to work. Thus, Mr. Reaves was denied the opportunity to work the overtime necessary on his position and assigned to it by bulletin and instructions of the Carrier, and the junior employe, Mr. McGinnis was allowed to perform the overtime work which is not assigned to nor the class of work ordinarily performed on his position of Report Clerk.

These claims have been handled with Management up to and including the Director of Labor Relations, but not composed. See Employees; Exhibits 2(a) through 2(e) inclusive.

(Exhibits Not Reproduced)

CARRIER'S STATEMENT OF FACTS: On Thursday, August 3, 1967, Carrier used an extra clerical employe on an overtime basis to insert carbon papers in waybills. Petitioner contends that Carrier should have called the claimant to perform such work.

The dispute arose in the yard office at Mobile, Alabama. The regularly assigned clerical positions at Mobile consist of three seven-day positions, the days off of which are included in relief assignments; and, one five-day position. Included among such positions are:

<u>Position</u>	<u>Hours</u>	<u>Days</u>	<u>Days Off</u>	<u>Occupant</u>
Report Clerk No. 5	6 A.M.-2 P.M.	7	Thurs-Fri	L. F. Height
Yard Bill Clerk No. 24	10 P.M.-6 A.M.	5	Sun-Mon	C. H. Reaves
Relief Assignment No. 1				
Thurs-Fri	Pos. No. 5			
Sat-Sun	Pos. No. 2			
Mon	Pos. No. 23			A. W. Mosley

On Thursday, August 3, 1967, the regular occupant of Relief Assignment No. 1 was not available to work Report Clerk Position No. 5. Carrier used an extra clerical employe, M. D. McGinnis, to work the position from 6 A.M. to 2 P.M. The extra employe was also worked on an overtime basis from 2 P.M. to 5 P.M. that date, assisting the occupant of Rate Bill Clerk Position No. 2, inserting carbon papers in waybills.

Claimant, the regular occupant of Yard Bill Clerk Position No. 24, contends that he should have been called to perform the disputed work.

OPINION OF BOARD: The record shows that Claimant was regularly assigned to the class of work involved in this claim. Carrier does not even argue that either the extra employe who performed this work on overtime or the regularly assigned occupant of the position which the extra man filled on the claim date was regularly assigned to that class of work. We must, therefore, conclude that Claimant had a prior right to do the work on overtime under that portion of Rule 48 reading:

" . . . In working overtime before or after assigned hours, employes regularly assigned to class of work for which overtime is primarily necessary shall be given preference."
For this reason, the claimant must be sustained.

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 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 Agreement was violated.

A W A R D

Claim sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 12th day of June 1970.