

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19629  
Docket Number CL-19552

Alfred H. Brent, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7034)  
that:

(1) Carrier violated the agreement between the parties at Birmingham, Alabama on May 4, 1970 when it required and permitted an employe excepted from the schedule agreement to perform a full eight hours of the duties assigned to and regularly performed by the Chief Clerk-Cashier at that point, depriving the employe rightfully entitled to the work of penalty time in the performance thereof.

(2) Carrier now be required to compensate Claimant J. W. Parker for eight hours at the penalty rate of Chief Clerk-Cashier Position No. 1 at Birmingham, Alabama, rate \$29.9523 per day, for the claim date of May 4, 1970.

OPINION OF BOARD: The issue in this case is the propriety of the Carrier's permitting the Traveling Auditor to complete the work of a Chief Clerk Cashier which had fallen behind and was not current. The Organization contends that this was not a proper assignment of a Traveling Auditor because his category is excepted from the Schedule Agreement and the Chief Clerk Cashier is covered by the Agreement. The Carrier contends that it was a proper assignment because Traveling Auditors are covered by the Scope Rule of the Clerks' Agreement effective January 1, 1946.

The Organization claims that in Award #19460 by Referee Devine this Board held that in the absence of clear rules to the contrary, Carriers are prevented from turning work of employees of one seniority district over to employees of another district. The Carrier contends that the work performed by the auditor here was work ordinarily and customarily performed by Traveling Auditors. Award #19460 is not applicable in this case because it dealt with the removal of work from one seniority district to another. In this case involving a Traveling Auditor, his responsibilities require that he go from station to station on the Carrier's line of road and there is no denial that when he is at the station it is his duty to see that the accounts at that station are current.

This Board has held in innumerable cases, notably 3866 Douglas, 4235 Carter, 7821 Smith, that effective with the January 1, 1946 Agreement between the parties, Traveling Auditors are covered within the scope of the Agreement and therefore it was not a violation of the Agreement for the Auditor to perform any work. The Traveling Auditor was properly assigned to Birmingham; he audited and completed the records as part of his duty to see that the records were properly made and that the accounts balanced, and he then issued his auditor's report.

The Organization further claims that the Carrier violated Rule 46, Advance Notice of Overtime, and Rule 48, Authorizing Overtime, by not giving the Chief Clerk Cashier overtime to complete his work. The Carrier contends that Rules 46 and 48 do not apply. This Board finds that these rules do not apply because the claimant had not worked any overtime from April 8, 1970 to May 15, 1970 and there is no proof that any overtime was worked by the Traveling Auditor.

It has been well settled dicta of this Board that the Carriers can determine the way in which work is to be performed in the interest of economy and efficiency, except as limited by law or the Agreement of the parties (See Awards #12419 Coburn, 12928 McGovern, 12929 McGovern, 14493 Wolf, 16458 Mesigh, 16639 McGovern, 18012 McGovern and 18558 Ritter).

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.

A W A R D

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1973.