

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21427
Docket Number CL-20659

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(Burlington Northern Inc.

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7505) that:

1. Carrier violated the Working Agreement, with an effective date of March 3, 1970, when on Saturday, July 29, 1972, and each Saturday thereafter it assigned a relief Telegrapher to relieve the Cashier Clerk, C. F. Gilder at Blaine, Washington.

2. The Carrier shall now compensate Cashier Clerk C. F. Gilder, Blaine, Washington, as follows:

- 9 hours overtime for Saturday, July 29, 1972
- 9 hours overtime for Saturday, August 5, 1972
- 10 hours overtime for Saturday, August 12, 1972
- 8.5 hours overtime for Saturday, September 2, 1972
- 10 hours overtime for Saturday, September 9, 1972
- 8.5 hours overtime for Saturday, September 16, 1972
- 10 hours overtime for Saturday, September 23, 1972
- 8.5 hours overtime for Saturday, September 30, 1972

and in addition thereto, overtime for the hours worked by the relief Telegrapher for each Saturday thereafter until the violation is corrected.

OPINION OF BOARD: Claimant is cashier clerk at Blaine, Washington. After Carrier established a relief telegrapher position, and assigned the incumbent to work on Saturday at Blaine, claimant no longer was called to work on Saturdays, as had been the practice. The Employees cite Rules 36 (F), 37 (F) and 43 (B) in asserting that claimant had "a contractual right to follow the work attached to his position on Saturdays."

The record does not support the assertion that claimant was deprived of work "attached to his position." The clerks and telegraphers at Blaine all perform clerical duties in connection with Customs Work and in addition the Telegraphers perform TO work. The facts clearly show that the work performed by the Telegrapher on Saturday is not work which can be said to be "attached to" claimant's position.

Rule 36 F, Work On Unassigned Days, is not applicable here. The work performed is part of an assignment; it is part of the Telegrapher's assignment. There can only be application of 36 F when the condition stated in it is found, that is, "where work is required by the Carrier to be performed on a day which is not a part of any assignment."

Rule 43 B deals with relief positions. Carrier did not violate it by assigning a Telegrapher a fifth day of work, as required by his agreement, when the work assigned to him is work which is not work which is exclusively reserved to the Clerks, and is work which Telegraphers regularly perform at Blaine.

Rule 37 F also does not support the Claim. The intent of the Rule is to require calling an employee to work a position when it is assigned to work on "day or days it is not assigned to work." In order to come under the provisions of the rule it must first be shown that assignment of overtime among employees who are required to work overtime by the Company is in question. Overtime is not involved since the Telegrapher is working the fifth day of his regular five-day assignment and is performing his regular duties.

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;

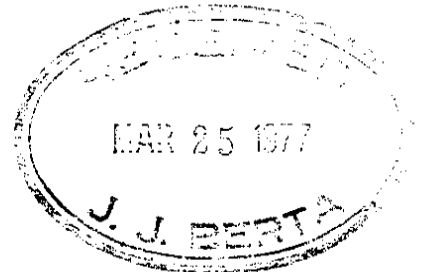
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

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

Claim denied.



NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1977.