

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22182  
Docket Number CL-21962

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and  
( Steamship Clerks, Freight Handlers,  
( Express and Station Employees  
(  
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
GL-8304, that:

"1. Carrier violated the Agreement when it failed to pay rate of time and one-half, clerk-operator rate, to Mr. W. G. Williams, for working clerk-operator position, Robbins, S. C. on the Florence Division, on dates of June 19 and 20, 1975, 8AM to 4 PM.

2. Carrier shall compensate W. G. Williams, difference in pay between straight-time and time and one-half, at clerk-operator rate, for dates of June 19 and 20, 1975, 8 AM - 4 PM."

OPINION OF BOARD: The pivotal question in this dispute is whether or not a guaranteed extra board employee within the definitional context of this agreement can be considered a regularly assigned employee.

Accordingly, we have carefully reviewed the language of Rule 18(f) which provides the methodological procedures for establishing guaranteed extra boards and the April 18, 1975 implementing Memorandum of Agreement which details the specific workplace standards and practices germane to this employment category.

While we recognize the persuasive similarities between extra board and regularly assigned employees, particularly, the initial bulletined assignments, displacement rights and assigned headquarters points, we also recognize significant differences. For instance, after the initial bulletined assignment, extra board positions are then filled pursuant to the seniority requirements of Rule 17. This change is distinguishable from the repetitive bulletined procedures of regularly assigned employees. Moreover, the language of the April 11, 1975 Memorandum emphasizes the rotational nature of extra board employees' work assignments.

In the instant case, claimant was working in a position that was under bid. It was not a permanent assignment. Instead, it reflected the variability characteristics of extra board employees.

Conversely, we are also mindful that extra board employees are provided with stronger employment protections than unassigned employees. But these hierarchical superior distinctions are not the functional equivalents of the regularly assigned employees.

We have no record of any specific past practice or demonstrable understanding that would suggest otherwise.

The language of Rule 65 and its subsequent interpretative construction by the March 27, 1975 Memorandum of Agreement pertains exclusively to regularly assigned employees. Since we have found that extra board employees are not de facto analogous to regularly assigned employees, its application herein is moot. We will deny the claim.

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 31st day of August 1978.