

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24374  
Docket Number CL-24281

Joseph A. Sickles, Referee

PARTIES TO DISPUTE: { Brotherhood of Railway, Airline and Steamship Clerks,  
                                  { Freight Handlers, Express and Station Employees  
                                  { Missouri-Kansas-Texas Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
(GL-9496) that:

(1) The Missouri-Kansas-Texas Railroad Company violated the current Rules Agreement between the parties, DP-451, including but not limited to Rule 45(f), when on Tuesday, June 17, 1980, it used General Clerk L. K. Schuth to perform duties at the overtime rate that are assigned to Chauffeur Riley G. Schuth's Position.

(2) Carrier shall compensate Chauffeur Riley G. Schuth six (6) hours' pay at the time and one-half rate of the Chauffeur's Position at Denison, Texas, in addition to any other monies earned on that date.

OPINION OF BOARD: The Claimant is the occupant of a Chauffeur position in the Purchasing and Stores Department. On the day in question, the Carrier used a different Clerk to drive the Purchasing and Stores Department truck to deliver and unload supplies. The Driver was compensated at the overtime rate, for a total of six (6) hours of overtime.

The Employee relies on Rule 45(f) which provides that for overtime before or after assigned hours, employees regularly assigned to the class of work for which overtime is necessary shall be given preference. In this regard, the Employee cites Bulletin No. 124 which covers the position in question and which specifies that the incumbent of the position loads, unloads and operates the Stores Department truck. Further, the Employee points out that there is no similar description concerning the duties of the Clerk who actually performed the work on the day in question.

The Carrier asserts that the overtime in question was casual and was not the usual and customary work of any position in the Purchasing and Stores Department and it denies that the Stores Department truck is exclusively assigned to the Claimant.

We do not dispute the authority cited by the Organization in this case but we do not treat the facts here as analagous to a "work on unassigned day" situation.

We searched the record in vain to find evidence which establishes that the work in question is exclusively performed by the Claimant and accordingly we do not find that the Rule referred to above was violated.

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 Employee involved in this dispute are respectively Carrier and Employee 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: Acting Executive Secretary  
National Railroad Adjustment Board

By   
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 13th day of May 1983.

