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AWARD NO. 34
NRAB DOCKET NO. CL-8629
CASE NO. 36
SSW FILE R-51-1031-28
BRC FILE NR-27-32

SPECIAL BOARD OF ADJUSTMENT NO. 169

PARTIES) The Brotherhood of Railway and Steamship Clerks
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That Carrier violated the Clerks' current Agreement, June 1, 2, 3, 8 and 11, 1954, at the Dallas, Texas, Freight Office, when it required Steno-Clerk Mozelle Rudd to suspend her regular assigned duties during regular hours and perform work which belonged to the Assistant Rate and Bill Clerk position.

(2) That Miss Mozelle Rudd be paid for four hours on June 1, and eight hours each date, June 2, 3, 8 and 11, 1954, at the Steno-Clerk rate of pay.

(3) That Mr. J. A. Lane be paid for thirty six (36) hours at the overtime rate of the Assistant Rate and Bill Clerk position, the same amount of hours as is claimed by Miss Rudd.

(4) That the time claimed by Miss Rudd and Mr. Lane, a total of thirty six (36) hours each, be in addition to that already paid them for service performed on same dates of the claim.

FINDINGS: Claim is made that Steno-Clerk Mozelle Rudd was required to suspend her regularly assigned duties by typing rate sheets that had been worked up by the Bill Clerk and Assistant Bill Clerk. This was ordinary typing that is contemplated in the job of a steno-clerk. General Typing was one of her regularly assigned duties; therefore, there could have been no suspension of duties that could be required of her when performing this work. There was no violation in requiring this work of Steno-Clerk Rudd. Employees point out that in the past Claimant Lane had been permitted to perform this work on an overtime basis. That does not mean that the Carrier could not at any time require typist to perform this work to avoid overtime. Therefore, we see no basis upon which this claim could be sustained.

AWARD: Claim denied.

/s/ Frank P. Douglass
Frank P. Douglass, Chairman

/s/ W. E. Straubinger
W. E. Straubinger, Employee Member
(Dissent attached.)

/s/ L. C. Albert
L. C. Albert, Carrier Member

Tyler, Texas
April 23, 1957.

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EMPLOYEE MEMBER'S DISSENT TO AWARD NO. 34

Chairman Frank P. Douglass stated in this Award:

"Employees point out that in the past Claimant Lane had been permitted to perform this work on an overtime basis. This does not mean that the Carrier could not at any time require typist to perform this work to avoid overtime."

The Chairman is not even consistent with his own decisions, as evidenced by the following from Award No. 29, rendered on April 15, 1957:

"To be consistent with that line of awards, we would be driven to the conclusion that no overtime would have been worked and no overtime as such was absorbed. We are driven to the conclusion from the facts in this case that no overtime would have been worked had this not been done, and under a long and consistent line of holdings we cannot presume that overtime was absorbed as apparently none would have been worked in this instance."

The inconsistent and illogical reasoning quoted above clearly indicates the Chairman's incapability of rendering a proper decision in any claim involving Rule 32-10, providing:

"Employees will not be required to suspend work during regular hours to absorb overtime."

I dissent from an Award which is glaringly improper.

/s/ W. E. Straubinger
W. E. Straubinger, Employee Member