

ORG. FILE K-36-5
CARRIER FILE D-2716
NRAB FILE CL-9442

AWARD NO. 20
CASE NO. 20

SPECIAL BOARD OF ADJUSTMENT NO. 194

PARTIES The Brotherhood of Railway and Steamship Clerks,
 Freight Handlers, Express and Station Employees
TO

DISPUTE St. Louis-San Francisco Railway Company

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

1. The Carrier violated the terms of the currently effective Agreement between the parties when on February 5, 1956, it reduced the motor-operator janitor position from a seven-day position to a five-day position, abolished the relief position which relieved the motor operator-janitor on his rest days, and assigned the work thereof to Group 1 yard clerks.

2. The senior extra Group 3 employee now be paid a day's pro rata pay at the rate of the motor operator-janitor's position for Saturday, February 11th, Sunday, February 12th, and each Saturday and Sunday thereafter until corrected.

FINDINGS: Special Board of Adjustment No. 194, upon the whole record
and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

This claim presents the question whether the Agreement prevents the Carrier from assigning the work of loading and unloading mail and baggage to Yard Clerks on the rest days of a Group 3 Motor Operator-Janitor position.

The work in question was part of the assignment of a regular relief Group 3 position which relieved a Motor Operator-Janitor position (3:00 P. M. to 11:00 P. M.) prior to the date of claim.

The Carrier reduced the Motor Operator-Janitor position to a five day position, abolished the relief position, and assigned the rest day work of the position to Yard Clerks employed in Group 1.

The rest day work in question included the operation of a fork-lift in the handling of mail and baggage from a train due 8:45 P. M. The train stands at the station 20 minutes; and it takes about 10 minutes to take the mail from the Post Office mail truck and another 10 minutes to work the train.

It is established by the record that the work in question was part of the regular assignment of the Motor Operator-Janitor position during the work week; and that, prior to the abolishment of the relief position, the rest day work had always been assigned to Group 3 positions. Award 4827 and SBA No. 194 Award 9 therefore have no application here.

First. We held in SBA No. 194 Award 19 that, while in the absence of a rule to the contrary, a Carrier may not assign work across group lines, this Agreement does not prohibit such assignments.

The situation presented by this claim, however, has nothing to do with group lines, since the claim is based upon specific rules of the Agreement relating to rest day work; and these rules protect this work to this Claimant under Rule 43 (g).

Second. Rule 43 (g) provides:

"Overtime

"Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee."

Third. There is further the provision of Rule 48, the last sentence of which provides that "employees regularly assigned to class of work for which overtime is primarily necessary shall be given preference." The class of work here performed on the rest days of this Group 3 position was the same on these rest days as on the five days of the employee's assignment. In connection with Rule 48 the Carrier agreed in its file 3001-53 dated November 15, 1946 as follows:

"In connection with this subject you brought up Rule 48 and I advised you that time worked on Sundays and holidays would be considered overtime and such overtime handled on basis provided for in Rule 48. This, of course, not to apply to positions necessary to the continuous operation of the Railway where regular rest day is assigned under Rule 50."

Fourth. Rule 44 (b) of the 1946 Agreement provides:

"Employees called to work on Sundays or assigned day off duty in lieu thereof and specified holidays, shall be allowed a minimum of eight hours at time and one-half rate, except as otherwise provided in Rule 50 (Sunday and Holiday Work)."

The parties are in dispute over the provisions of this Rule (see SBA No. 194 Award 23) and the dispute has been submitted to the Forty Hour Week Committee.

A W A R D

Item 1 of the claim sustained.

Item 2 of the claim remanded for final disposition in accordance with the decision of the Forty Hour Week Committee and this award.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri August 6, 1958.