

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Angus Munro, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

BOSTON & MAINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) That the Carrier violated the Agreement between the parties, effective May 14, 1948, when it abolished the position of Messenger at Billerica Shops, Mass., rate of pay \$7.30 per day, held by Maurice H. Bergeron, effective at the close of work February 28, 1949, and transferred the duties and work thereof to two (2) clerical employees at that point coming within the Scope of the Clerks' Agreement, but in a separate seniority district from that of Messengers.

(2) That the Carrier shall now be required to reimburse Mr. Bergeron for all wage loss sustained by him during the period March 1st to 31st, 1949, inclusive, amounting to twenty-seven (27) days pay, at the regular straight time rate of his position, \$7.30 per day (plus any general wage increase applicable to said position.)

EMPLOYEES' STATEMENT OF FACTS: Prior to February 28, 1949, Maurice H. Bergeron held a regular position of Messenger in the Mechanical Department at Billerica Shops, Mass., having assigned bulletin hours of 7:10 A. M.-3:40 P. M. (30 minutes lunch period) Monday to Saturday, inclusive, rate of pay \$7.30 per day, with duties, responsibilities and work as follows:

First thing in the morning was to secure clean towel for Shop Supt.

Sort out mail received from Mail Room.

Make 1st trip out into the Shops with Mail.

Returning to office, sort out all mail picked up.

Make Apprentice change on DW-3 Cards.

Make 2nd trip out into Shops, same as 1st trip.

Secure Boston Mail from mail room and sort out mail for 3rd trip.

File all Shop Orders in numerical order.

In afternoon, make 4th and 5th trips, similar to A. M. trips.

Sort out mail and pick up all mail from Engineering Dept. designated for Boston.

Assuming that the Carrier has the right to reduce forces, the rules require—

- (1) The junior employees will be laid off.
- (2) The lowest rated positions will be abolished.

The Carrier both abolished the lower rated positions and laid off the junior employees. The claim is without merit.

OPINION OF BOARD: This claim is advanced by the System Committee of the Brotherhood for and on behalf of one Bergeron, hereinafter called Petitioner. Petitioner averred that on or about February 28th, 1949, he held position No. 2 on the messengers' seniority roster at the location in question. That on the above mentioned date Carrier abolished Petitioner's job and transferred work Petitioner was entitled to protect to employees in another and different seniority district. That such act on the part of Carrier constituted a violation of Schedule rules 1, 2, 3 and 28.

By way of defense Carrier urged the employees concerned in the claim herein were all on one roster and hence not more than one (1) seniority roster was involved.

The record and the Schedule have been carefully examined and we conclude two (2) seniority districts are involved. Each district has a roster. We think Rule 4 does not contemplate Carrier may associate on one (1) roster the various classes of employees referred to in the Schedule; also see Award 2354. The above mentioned award states the rule, "Carrier cannot remove work from the limitations of one seniority district and assign it to employees in another, even if such employees are covered by the same Agreement." This Board has upon a number of occasions held everyone from the chief operating executive down to minor employees do some clerical work, likewise we think everyone performs some messenger work. But when clerks do messenger work as a part of their duty then they performed work they were not entitled to protect.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That both parties to this dispute waived hearing thereon;

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 evidence of record warrants an affirmative award.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois, this 17th day of April, 1952.