

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

THE SAINT PAUL UNION DEPOT COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated the rules of the current agreement, effective February 1, 1951,

1. When they allowed Freight Handlers from the Northern Pacific Freighthouse to come over to the Saint Paul Union Depot property and load and unload mail on an overtime basis for a period of approximately five hours per day,
2. That the Carrier now be required to compensate the five senior Mail Car Stowers on the seniority roster on November 20, 1953 and each and every day thereafter that this violation continues.

EMPLOYEES' STATEMENT OF FACTS: There is on record an agreement between the Carrier and the Clerical employees effective February 1, 1951, which contains the following rules:

"Rule 1, Scope, These rules shall govern the hours of service and working conditions of the following class of employees:

Group 1—Clerks, ticket sellers and machine operators.

Employees who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, to writing and transcribing letters, bills, reports, statements and similar work, and to the operation of office mechanical equipment and devices in connection with such duties and work, shall be designated as Clerks.

Where more than four (4) hours clerical work is to be performed within a spread of eight (8) consecutive hours in a given office, in addition to that performed by employees in Group 1, it shall not be apportioned to more than one employee in other groups to avoid application of Group 1 requirements. This paragraph shall not apply to warehouse force when delay must be avoided.

Union Depot Company and one on the Northern Pacific Railway Company; because the management of both companies are willing to have the Saint Paul Union Depot Company do the work.

It would appear from this, therefore, that the Northern Pacific Railway Company and the Organization representing the mail handlers on that property should be made a party to this proceeding.

POSITION OF CARRIER: It is the position of the Saint Paul Union Depot Company that there is no controversy between its management and the Clerks' Organization on that property because they are ready and willing to perform this service with their own employees when requested by the Northern Pacific Railway to do so. The management of the Northern Pacific Railway is likewise willing to have the forces of the Saint Paul Union Depot Company perform this work but are prevented from request that it be done by the position taken by the General Chairman of the Clerks' Organization on that property in declining to relinquish this work for the men he represents. Sometime subsequent to 1923 (exact date unknown), the Northern Pacific made arrangements with the Union Depot Company to handle all mail into and out of their cars for their afternoon and evening trains, which arrangement is still in effect at the present time.

(Exhibits not reproduced.)

OPINION OF BOARD: Respondent Carrier, The Saint Paul Union Depot Company, operates a passenger station in St. Paul, Minnesota which is owned by eight railroads, including the Northern Pacific Railway. The Respondent serves passengers and handles mail, baggage and express for these railroads. Since about 1923 freight house employees of the Northern Pacific holding seniority on the clerical roster have been handling mail in N. P. morning trains in the subject station. On outgoing N. P. trains these employees receive mail at the car door from Union Depot employees and stow it in the cars. On incoming N. P. trains said freight house employees deliver mail at the car door to Union Depot employees.

The N. P. employees normally perform this work on an overtime basis in advance of their scheduled hours at the freight house. Respondent Carrier states that sometime after 1923 the Northern Pacific made arrangements with the Depot to handle all mail into and out of its afternoon and evening trains. This practice is still in effect. For the purpose of this case it may be presumed that Union Depot employees perform all mail handling both inside and outside of all cars of other carriers using the station.

The claim is that this work in N. P. cars is reserved under the Clerks' Agreement with Respondent Carrier to the Depot employees. Respondent asserts there is nothing in the Agreement giving Claimants a right to this work.

It will be noted that both the N. P. employees involved and the claimant employees are covered by Clerks' Agreements with the respective carriers. Union Depot indicated willingness to have the disputed work done by its own employees, provided Northern Pacific was agreeable. The latter conferred with the Clerks' General Chairman concerned regarding the transfer of this work to the Depot. The Chairman stated his inability to agree to the transfer. In the absence of such concurrence it appears that Northern Pacific has been unwilling to disturb the present practice.

The Petitioner points to the Scope Rule of its present Agreement with the Respondent Carrier, effective February 1, 1951, which includes the classifications of "train mail loaders and callers" and "baggage and mail truckers". The Rule does not set forth work descriptions for these classifications. In such situations, however, the Board has regularly held that the work covered by the Agreement is that traditionally and customarily performed by the classes of employees specified therein.

Under the factual assumption most favorable to the Petitioner which was indicated above, and without regard to the fact that the classifications listed in the pre-1951 contracts were less precise regarding mail handling than at present, there is no basis upon which this claim can be sustained. Union Depot has no control over the work in dispute. This work belongs to Northern Pacific. Such work as is reserved by the Agreement to Respondent Carrier's employees can only be that which is within the Carrier's power to offer.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 25th day of September, 1957.