

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

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

**NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT
(except Boston Division)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, New York Central Railroad Company, Eastern District (except Boston Division):

1. That Carrier violated the Clerks' Agreement, effective January 8, 1954, when without conference or agreement with the Committee, it abolished the position of Baggage man, rate \$12.856 per day, at its Passenger Station, Carthage, N. Y., and assigned the work of this position to employees holding no seniority rights under the Clerks' Agreement and who are subject to a different Agreement.

2. That Carrier be required to restore and fill this position as provided in the Clerks' Agreement, and to reimburse employees covered thereby for all wage losses suffered from date said position was illegally abolished until the above action shall have been effected.

EMPLOYEES' STATEMENT OF FACTS: Prior to January 8, 1954, the force at the Passenger Station, Carthage, N. Y., consisted of:

- 1 Assistant Agent (6 A. M. — 2 P. M.)
- 1 Assistant Agent (3 P. M. — 11 P. M.)
- 1 Baggage man (2:30 P. M. to 11:30 P. M. with one hour meal period)

Effective January 8, 1954, the position of Baggage man covered by the Clerks' Agreement was abolished and the work of this position, i.e., the handling of baggage, mail, and cream to and from trains and patrons, and the performing of janitor's duties, was assigned to the Assistant Agents who are under the Telegraphers' Agreement.

Carrier has proved in this submission its action is supported by awards of your Board.

(Exhibits not reproduced.)

OPINION OF BOARD: The position which was abolished was that of the one baggageman at Carthage, New York, working from 2:30 P. M., to 11:30 P. M., including a one hour meal period. His work, consisting mainly of the handling of baggage, mail and cream for one train at 4:30 P. M. and another at 10:20 P. M. and some janitorial work, was transferred to the only two remaining employes there to fill out their assignments. They were two assistant agents under the Telegraphers' Agreement, one working from 6:00 A. M. to 2:00 P. M., and the other from 3:00 P. M. to 11:00 P. M.

It is alleged by the Carrier and not denied by the Claimants that since 1930 there has been a steady decline of business at this point and that the forces there have been gradually reduced.

It is well settled that where, as in this Agreement, its scope is defined in terms of positions rather than of work, its coverage with regard to any specific position is the work traditionally and customarily performed by employes assigned to that position, as shown by past practice. Awards 615, 4827, 5404, 6032, 6269, 6284, 6758, 7338, etc.

Some of those same awards and many others, including Award 8063, have also established the principle that clerical work not shown to be within the exclusive jurisdiction of the Clerks may be performed by Telegraphers to such an extent as to fill out their assignments.

Article VIII of the National Agreement of August 21, 1954, to which this Organization and this Carrier are parties provides as follows:

"ARTICLE VIII — CARRIERS' PROPOSAL NO. 24

"Establish a rule or amend existing rules to recognize the Carriers' right to assign clerical duties to telegraph service employes and to assign communication duties to clerical employes.

"This proposal is disposed of with the understanding that present rules and practices are undisturbed."

The record shows without dispute that under the rules and practices in effect for many years upon this property telegraphers have been assigned and have performed clerical work when there was need for a telegrapher and the clerical work could be handled by him to fill out his time. It is therefore clear that this claim must be denied.

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 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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of April, 1960.