

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

**THE DELAWARE, LACKAWANNA AND WESTERN
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood, that the Carrier violated and continues to violate the Rules of the Clerks' Agreement at East Buffalo Store Room when,

(1) Beginning with March 11, 1955, it abolished a regularly assigned relief position with Saturday and Sunday work attached thereto, and denied Edwin Bendig the right to perform such work on each Saturday and Sunday since March 11, 1955, and

(2) That Mr. Bendig shall be reimbursed an additional day's pay for each Saturday, Sunday and holiday at the rate which prevailed on his Store Room position, covered by the Clerks' Agreement, since March 11, 1955, up until such time as he is properly assigned to such Saturday, Sunday and holiday work, with the monetary adjustment being made on the time and one-half time basis.

EMPLOYEES' STATEMENT OF FACTS: Concurrent with the innovation of the Forty Hour Work Week on September 1, 1949, the Carrier properly established a regular relief assignment which entailed Saturday and Sunday work attached to Claimant Edwin Bendig's Store Room Helper position, hours of service on said days 7:00 A.M. to 3:00 P.M. This relief assignment was set up in a manner whereby Saturday and Sunday was assigned to the rest days attached to Mr. Bendig's Store Room helper position and three other days as Store Room Laborer, Saturday to Wednesday, inclusive, with Thursday and Friday as rest days.

On March 11, 1955, the aforementioned regularly assigned relief position was abolished and under the provisions of the terms contained in the Clerks' Agreement, Mr. Bendig's Store Room Helper position was, subsequent thereto, not relieved on Saturday and Sunday.

Commencing March 11, 1955, Mechanical Department employees not covered by the Clerks' Agreement, were and continued to be assigned to the work of handling material out of the Store Room on Saturdays, Sundays and holidays—in direct violation of the principles contained in the Clerks' Agreement.

(EXHIBITS NOT REPRODUCED)

OPINION OF BOARD: Since prior to 1949 Claimant Edwin Bendig has held the position of helper in the enginehouse storeroom at East Buffalo, New York, this position being covered by the Clerks' Agreement. Concurrent with the introduction of the forty hour week as of September 1, 1949, Claimant became regularly assigned on a work week of Monday through Friday, while a regular relief assignment was established to cover this helper position on Saturday and Sunday. The incumbent of the relief position was assigned as storeroom laborer on three other days of the week. Both the regular and relief storeroom helper positions were assigned on the first trick. During the remaining sixteen hours a day, seven days a week, essential material and supplies were obtained from the storeroom by the using Mechanical Department employees, under the control of the roundhouse foreman, this situation having prevailed throughout the years.

For a number of years the volume of repair work performed at the East Buffalo Enginehouse progressively declined due to the dieselization of Carrier's motive power on the Buffalo Division and to the subsequent concentration of repair work at the new diesel shop in Scranton. The decline in repair activity at East Buffalo was accompanied by a decrease in the size of the shop forces at that point and in the need for as large a stock of parts and supplies in the storeroom.

As a result of the above developments, in March 1955 the Carrier closed the storeroom at the subject point on Saturdays and Sundays, curtailed its operation on holidays, and abolished the helper relief position. Since that time, the regular storeroom helper, Claimant Bendig, has worked a call of two hours at time and one-half each holiday. On Saturdays and Sundays the mechanical forces have obtained material and supplies from the storeroom on the first trick in the same fashion that they had traditionally procured such items on the second and third tricks seven days per week. All of the record and accounting work in connection with storeroom materials received and disbursed has continued to be performed by employees covered by the Clerks' Agreement.

This claim is based on the contention that the Carrier violated the Agreement by permitting non-schedule employees to procure material and supplies from the storeroom on Saturdays and Sundays on the first trick. The Organization urges that Claimant Bendig is entitled to be brought out to man the storeroom on these days.

We find this claim to be without merit. The evidence shows that the decline in the volume of activity at the East Buffalo Enginehouse resulted in a situation in which the need for storeroom assistance on the first trick on Saturdays and Sundays was comparable to the condition that had prevailed for many years on the second and third tricks when the using forces had always obtained their own material and supplies. Under these facts we find that the Agreement does not require the Carrier to assign a helper to the storeroom on the first trick during Saturdays and Sundays, whether by calling out Claimant Bendig or by some other means.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of April 1961.