

Award No. 9926
Docket No. CL-9812

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**

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated the Agreement when, at Brunswick, Georgia, effective February 8, 1956, it declared "abolished" the position of Rate and Bill Clerk occupied by Mrs. C. N. Watson and assigned the work thereof to employees not covered by the Clerks' Agreement, and

(b) Mrs. C. N. Watson shall be compensated at the rate of her "abolished" position for each day after February 7, 1956, that employees not covered by the Agreement have been required to perform the work of her position.

EMPLOYEES' STATEMENT OF FACTS: 1. Prior to June 1, 1947, the Southern and Atlantic Coast Line Railways used separate freight and joint passenger stations at Brunswick, Georgia. The jointly used passenger station was owned by the A.C.L. and the employees (Telegraphers and one Porter) were A.C.L. employees holding seniority under the A.C.L. Telegraphers' and Clerks' Agreements, respectively. Effective June 1, 1947, the A.C.L. discontinued passenger service into Brunswick but continued operating the Station for the benefit of the Southern. The A.C.L. Telegraphers performed all telegraph work for the Southern Railway Company, the Southern having no Telegraphers employed at Brunswick. Clerks employed at the Southern Freight Station, and covered by the Agreement here in evidence, performed all clerical work.

2. On October 13, 1948, the two Carriers and the respective representatives of the employee groups signed an Agreement to transfer the Telegraphers and Porter positions to the Southern, the employees having the option of transferring with accumulated seniority. (Employees' Exhibit "A")

3. On March 17, 1949, a clerical position was abolished and the Agent began performing work which had always, prior thereto, been performed by employees fully covered by the Clerks' Agreement. Shortly thereafter, the Agent began to carry clerical work from the Freight Station to the Passenger Station, some four blocks distant and requiring Telegraphers to perform it. Such work had never before been performed by Telegraphers.

For the reasons stated, carrier submits that the Clerks' Agreement has not been violated and respectfully requests that the claim be denied.

All pertinent facts and data used by the carrier in this case have been made known to the employe representatives.

(EXHIBITS NOT REPRODUCED)

OPINION OF BOARD: Immediately prior to the action complained of in this dispute the force at the Carrier's consolidated passenger-freight station in Brunswick, Georgia consisted of a chief clerk, a rate and bill clerk, and a station laborer (all being covered by the Clerks' Agreement), three clerk-telegraphers covered by the Telegraphers' Agreement, and a supervisory agent who is not covered by any agreement. In February 1956 the Carrier reduced the force at this location by abolishing the position of the rate and bill clerk, which was held by Claimant Watson. The Organization contends the abolishment of claimant's position was a violation of the Clerks' Agreement because full-time work of this position remained to be performed but the major part of said work was distributed among the agent and the clerk-telegraphers.

The record shows that the remaining work of the abolished position was distributed among the chief clerk and the two clerk-telegraphers. The evidence does not establish that any of this work was assigned to the agent. It is undisputed that the clerk-telegraphers have telegrapher duties to perform. The clerical work of the abolished position that was assigned to the clerk-telegraphers is performed by them to fill out their time. This work is adjacent to the posts of the clerk-telegraphers and is handled by them as incidental to their primary duties.

It is a long-established principle of this Board that the performance of clerical work by telegraphers under circumstances such as those confronting us here is not a violation of the Clerks' Agreement.

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 Employes involved in this dispute are respectively Carrier and Employes 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.