

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

James P. Carey, Jr., Referee

PARTIES TO DISPUTE:

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

**THE NEW YORK CENTRAL RAILROAD COMPANY,
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 when, effective February 1, 1954, it abolished the position of Outbound Billing Clerk at its Freight Station, Clearfield, Pa., held by Mr. R. Baroni, and used the Agent who is covered by the Telegraphers' Agreement, to perform work of this and other positions under the Clerks' Agreement which the then remaining Clerks could not keep up-to-date within their regular working hours.

2—That Carrier still violated the Clerks' Agreement when, effective July 1, 1954, it abolished the position of Receiving and Delivery Clerk held by Mr. L. Shaw, and established the position of Receiving and Delivery-Billing Clerk but continued to use the Agent who is covered by the Telegraphers' Agreement, to perform work of positions under the Clerks' Agreement which the then remaining Clerks could not keep up-to-date within their regular working hours.

3—That Carrier be required to restore the position of Receiving and Delivery Clerk, to change the classification of Receiving and Delivery-Billing Clerk to Outbound Billing Clerk, and to fill these two positions in conformity with applicable provisions of the Clerks' Agreement.

4—That Carrier be required to fully reimburse Mr. R. Baroni and all other employees covered by the Clerks' Agreement for any wage losses suffered because of the above violations of said Agreement.

EMPLOYEES' STATEMENT OF FACTS: Prior to February 1, 1954, the force at Freight Station, Clearfield, Pa., consisted of:

its operations abolish positions and rearrange the work thereof unless it has limited its right to do so by the provisions of the collective agreement. However, when doing so, the work of the positions abolished must be assigned to and performed by the class of employees entitled thereto."

Carrier has complied strictly with the terms of its collective bargaining agreements and has properly assigned some work, formerly performed by the Clerk, to one who is entitled to do it, the Agent. We again urge that this claim be denied.

OPINION OF THE BOARD: The material issues in this dispute are substantially the same as those involved in Award 9690 involving the same parties. We find no significant distinction to be drawn between the factual situation in the instant case and those presented in Award 9690. We are accordingly required to find that the instant claim lacks merit.

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 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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of October, 1961.