

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

**THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

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

1. The Carrier violated the Agreement effective Sept. 15, 1957, and is continuing to violate same by assigning work to the office of the President, — which is entirely excepted from our Agreement,
2. Clerical Employee Doolan, or his successor, be paid a call for each violation, commencing May 2nd, 1958 and to continue until this matter is adjusted,
3. The violation shall be discontinued and the work returned to employees coming within the scope of our Agreement at Boston, Mass.

EMPLOYEES' STATEMENT OF FACTS: There is in effect an Agreement on this property between the parties to this dispute with an effective date Sept. 15, 1957. On April 28, 1958, Bulletin Notice #4 at So. Station, Boston, Mass., was posted, advising that position occupied by Mr. R. G. Harlow, title Clerk, Bureau #104, — Mail, Daily rate of \$16.59, located on the fourth floor, So. Station, Boston, was abolished, "account of retrenchment", effective with termination of assignment on Friday, May 2, 1958.

The work of this position was distributed amongst the employees in the Passenger Traffic Dept., at Boston, in accordance with our Agreement, except two hours of the regular assigned duties of Bureau #104.

Prior to the abolishment of this job, the occupant made two trips a day to the President's Office located at #1 State Street, Boston, Mass., taking the President's mail to and from. However, since May 2nd, 1958, this work twice a day is being performed by Clerks in the President's Office, which is entirely excepted from the rules of our Agreement.

one of his clerks on her way through South Station enroute to work. At night this same clerk would deposit the president's outgoing mail in a box provided for company mail on the concourse of South Station as she passed through the station to entrain for home. The time required for this clerk to pick up and drop mail on her way through South Station is practically nil and can by no stretch of the imagination be inflated to two hours of work per day. This practice is no different from other points on this system. It is not unusual that employes outside the scope of the Clerks' Agreement may stop in at the mail rooms in our various buildings and stations and deliver such mail as is directed to their departments. In the nature of things, there is no prohibition against employes in excepted offices picking up mail for their respective departments.

The Organization claims a violation of Rules 1, 2, 6 and 14 of the effective schedule. Carrier has studied the rules quoted above and can find no violation in the instant dispute.

Summing up, Carrier contends that:

- (a) It is clear that "two hours of work" has not been transferred to the president's office,
- (b) Time consumed by the clerk picking up mail while passing through the station is insignificant and is not uncommon on the property, and
- (c) There is no violation of the Agreement in requiring a clerk in an excepted office to perform work attached to such office.

Carrier submits the claim is without merit and should be denied.

All of the facts and arguments used in this case have been affirmatively presented to Employees' representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: On Sept. 15, 1957, the position occupied by the Claimant, R. G. Harlow, was abolished. It is agreed that the work of the position was distributed among other employes in accordance with the agreement, except the duties of delivering mail to the President's office. The Petitioner contends that although the delivery of mail is not clerical duties, it was a regular assignment making it a part of the regular assigned duties of the position. It is further alleged and not denied that such duties took about 2 hours each day.

The work of delivering the mail had been part of Claimant's duties for more than two years. In the past, excepted employes have delivered mail.

The Board holds that the assignment of duties does not bestow upon that position the right to perform those duties forever. The rights of the position are determined by the Scope Rule and by practice and custom.

For the foregoing reasons, we find no violation of the 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 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 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 6th day of June 1963.