

Award No. 11588
Docket No. CL-11301

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

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

(A) Carrier violated the Clerks' Agreement and the February 21, 1957 Local Agreement at the Mail Terminal, Memphis, Tennessee, when on August 7, 1957 and continuing through August 25, 1957 it denied Mail Handler H. Henderson the right to work the position awarded him by bulletin, during the vacation of the regular incumbent.

(B) H. Henderson be compensated a day's pay at the pro rata rate of \$15.12 per day, in addition to remuneration already received, for August 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24 and 25, 1957.

EMPLOYES' STATEMENT OF FACTS:

(1) There is employed at the Mail Terminal, Memphis, Tennessee, a force of employees who perform the mail handling duties necessary to the operation of the Mail Terminal coming within the Scope Rule of the Clerks' Agreement with Carrier governing the working conditions of the employees effective June 23, 1922, revised February 1, 1954.

Mail Handler J. Dixon was on vacation during the period August 7 to 25, 1957. The vacancy had been bulletined and awarded to Claimant Henderson prior to the beginning of the vacation in accordance with his seniority, the Special Agreement signed by former Manager of Personnel C. R. Young and former General Chairman McCarthy (Employees' Exhibit No. 1), the February 17, 1957 agreement signed by Mail and Baggage Agent R. T. Kelly and Local Chairman Newby, (Employees' Exhibit No. 2) and the current Clerks' Agreement.

Claimant Henderson was not permitted to assume position awarded him by bulletin or any of the duties attached thereto but was assigned different duties on an entirely different position. Head Mail Porter L. Brooks was permitted or required to leave his position and work the position awarded Hender-

"Except insofar as it has restricted itself by the Collective Bargaining Agreement or as it may be limited by law, the assignment of work necessary for its operations lies within Carrier's discretion. It is the function of good management to arrange the work, within the limitations of the Collective Agreement in the interest of efficiency and economy."

Also refer to Third Division Awards 6711 and 7786.

Carrier reiterates that both Henderson and Brooks performed duties properly within their assignments. Brooks, as pointed out, usually and routinely performed the work in question — loading RPO car on Frisco train 105 — and certainly there was no violation of the agreement when he performed this work in the instant case. Instead of being used to assist in the loading of this RPO car, Henderson was assigned to work on the Storage Car of the same train which is work usually performed by Dixon (the position's regular incumbent) and properly within his assignment.

Moreover, Mail Handlers are not assigned specific duties and the Carrier has the right to move them from one mail car to another, from one train to another, or from one job to another to adjust to the fluctuation in the volume of inbound and outbound mail on the various trains. As previously shown, the rules, the practice, and job bulletins do not restrict the Carrier's rights in this respect in any way.

The claim is totally without merit and should be denied.

All data in this submission have been made known to the Employees and made a part of the question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: A local agreement between Carrier's Mail and Baggage Agent and Petitioner's Local Chairman established the procedure to be followed in filling Mail Handlers' positions, for the year 1957, while the regular incumbents were on vacations. It reads:

- "1. List of vacations will be posted on bulletin boards. Oldest extra man requesting to fill vacation period will be assigned for the duration of vacation.
- "2. Extra man will be required to take the off days, duties of position worked.
- "3. Nine men will be off each vacation period."

Petitioner admits that bulletins posted in compliance with the afore-quoted local agreement did not detail duties.

Claimant was the successful bidder to fill a temporary vacancy in a Mail Handlers position created by the vacation of one J. Dixon. His complaint is that he did not handle the mail on the same car and trains as did Dixon.

Suffice to say that when an employee is assigned to a position in a gang, pursuant to a bulletin that does not detail particular duties, he is subject to assignment to any duties performed by the gang. Under such circumstances the work is that of the gang, as a whole, and not of individual employees therein.

Petitioner has failed to prove that any member of the gang, or Dixon in particular, had any exclusive right, vested by application of the Agreement, to perform mail handling on any particular cars or trains. We will deny the Claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 11th day of July 1963.