

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Hamilton, Referee

PARTIES TO DISPUTE:

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

BANGOR AND AROOSTOOK RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5218) that:

(1) Carrier violated the rules of the current Clerks Agreement when effective on Sunday, March 19, 1961 and on eight (8) Sundays thereafter at its freight station in Caribou, Maine, Carrier unilaterally assigned clerical duties and work heretofore performed by Freight Clerk at this point on the rest day of that position to an employe (Telegraph Operator) of another craft and class who held no seniority rights under said Agreement for its performance.

(2) Carrier shall now compensate Freight Office Clerk, Mr. Gerald E. Buchanan for wage loss sustained under Call Rule 24, of the current Rules Agreement as follows:—

Sunday, March 19, 1961 — 5 hours at punitive rate of \$3.4032 per hour.

Sunday, March 26, 1961 — 4½ hours at punitive rate of \$3.4032 per hour.

Sundays, April 2, 16, 23, 30, 1961 — 3 hours (each Sunday) at punitive rate of \$3.4032 per hour.

Sundays, May 7, 14, and 28, 1961 — 3 hours (each Sunday) at punitive rate of \$3.4032 per hour.

TOTAL— 9 Sundays, 30½ hours, @ \$3.4032 per hour = \$103.7976.

EMPLOYEES' STATEMENT OF FACTS: Mr. Gerald E. Buchanan, seniority date of April 11, 1942 and service date of February 1, 1933, holds a regular position of freight clerk at freight station, Caribou, Maine, as covered by seniority roster of Station Clerks, Districts 2 and 3, revised to July 1, 1961. Mr. Buchanan has a regular work week of Monday through Friday,

by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, except as otherwise provided in Sections (d) and (e) of this rule.

(1) Clerks: Chief Clerks, assistant chief clerks, clerical workers, local storekeepers and assistants, stenographers and calculating machine operators, ticket sellers and ticket clerks, telephone switchboard operators, train and engine crew dispatchers, perishable freight inspectors, foreman of freight houses and storehouses.

(2) Other Office, Station and Stores Employees: Office boys, messengers, chore boys, train and engine crew callers, operators of certain office or station appliances or devices; employees engaged in assorting tickets, waybills, adjusting dictaphone cylinder, gathering or distributing mail.

(3) Station Employees and Laborers: Baggage masters, baggage and mail handlers, parcel room employees, information bureau employees, mail room employees, gatemen and station attendants, elevator operators, train announcers; office, station, warehouse, shop and yard Watchmen, janitors and cleaners and other employees whose duties are analogous to those enumerated in this section; all laborers employed in and around stations, freight houses, warehouses, store houses, and stock rooms, such as sealers, loaders, truckers, stowers, coopers, station cleaners and other employees in places named whose duties are the handling of freight or company material (including both supplies and scrap).

(b) Positions and work within the scope of this agreement belongs to the employees covered thereby, and nothing in this agreement shall be construed to permit the removal of positions or work from the application of these rules, except in the manner provided in Rule 49.

See N.R.A.B. Third Division Awards Nos. 4492, 4559, and 8871.

In conclusion, the Carrier asserts the claim is without merit; it is not supported by rule, precedent or practice and should be denied.

OPINION OF BOARD: Claimant Buchanan holds a regular position of freight clerk at the Caribou, Maine, freight station. His regular work-week is Monday through Friday, inclusive, with rest days, Saturday and Sunday. There is no regular relief clerk employed to perform work on Buchanan's rest days. During the four years previous to this claim, Buchanan had been called to perform necessary work occurring on his rest days. Commencing March 19, 1961 the Carrier used the telegrapher to perform work at the station on Sundays, which was performed during the week by Buchanan.

The employees urge that this work belongs to them exclusively, and that Buchanan should have been called to perform it on the Sundays in question.

Carrier argues that the work is not covered by the Scope Rule, nor is it the type of work exclusively performed, on a system-wide basis through practice, custom and tradition, by these employees.

This Board has held on numerous occasions, that where the work at a particular location decreases, and there is telegrapher work remaining, it is proper to retain the telegrapher, and assign to him clerical work to fill out his tour of duty, when he is not occupied with telegraphy or communication duties.

In this particular case, the record shows that the work load decreased on Sundays, so that only one employe was required. Telegrapher duties remained to be performed. Therefore, in essence, the Carrier abolished the position of clerk, by failing to call him on Sunday, and assigned this work to the telegrapher. We are of the opinion that the Carrier had the prerogative to act in this manner.

There is no question that if the volume of work for the regular days of the position would have so diminished, the Carrier could have properly acted in the same manner, and assigned the remaining duties of the clerk to the telegrapher. We see no reason that this same procedure would not be applicable in the instant case.

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 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 29th day of January 1965.