

Award No. 13372
Docket No. CL-14226

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**

KANSAS CITY TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5400) that:

(a) The Carrier violated the rules of the current agreement between the parties when it arbitrarily removed Robert R. Wood from the duties of his assignment August 2, 3, 9, 10, 16, 17, 23, 24, 30 and 31, 1962, and;

(b) Because of such violation that Robert R. Wood be paid one day's pay at his rate of pay as of the dates set forth in paragraph (a) of this Statement of Claim.

EMPLOYEES' STATEMENT OF FACTS: As of the dates of the claims in this dispute Robert R. Wood, the claimant, was the assigned temporary incumbent of Relief Mail Handler Position No. 228B, having been assigned to same in accordance with Carrier's Bulletins No. 746, attached as Employees' Exhibits Nos. 1 and 2.

The position was a temporary vacancy because of the absence of the regular incumbent, Benjamin H. Roberts. As shown by Exhibit No. 2, Woods was assigned to the position effective July 14, 1962. He left it effective September 1, 1962.

The duties of Position 415, as filled on the work days of the regular incumbent, P. R. Talbott, were, among other things, to load mail in the storage mail and Railway Post Office cars of Wabash train 210 that had a departure time of 9:30 A.M. During this period the assignment also called for meeting Frisco train 106 upon arrival at 7:20 A.M. and Union Pacific train 10 upon arrival at 9:05 A.M., and unloading the mail from the Railway Post office cars in these two trains.

On the dates of the claim Wood was removed from the performance of his assignment on the Wabash, Frisco and Union Pacific trains identified above, and another employe, John U. Condon, substituted for him.

CONCLUSION

This claim is without merit because:

- (1) The work performed by Claimant during the entire tour on each claim date was within the scope of duties as described in the bulletins.
- (2) No rule restricts the Carrier's right to make temporary changes in the usual pattern of work.
- (3) Claimant loaded and unloaded mail at the "east end" of the station during his entire tour on each claim date. There was no change in his assignment.
- (4) The present claim, in effect, seeks to obtain a new application of the Bulletin Rule and thereby establish a new rule.

Carrier requests that the claim of the Employees be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts herein are in point with those in Award 13371. The findings therein are controlling in this dispute. We adopt the findings expressed therein.

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 26th day of February 1965.