Award No. 14643
Docket No. TE-11498

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION (Formerly The Order of Railroad Telegraphers)

CHICAGO GREAT WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago Great Western Railway, that:

1. Carrier violated and continues to violate the Agreement between the parties when, beginning on July 5, 1958, it transfers work of the telegrapher-clerk position at Mason City, Iowa to employes not covered by the Agreement on Saturdays and Sundays.

2. Carrier shall compensate the occupant of the telegrapher-clerk position, W. H. Schumpp or his successor, in the amount of a call allowance on each Saturday and each Sunday this violation occurs beginning with July 5, 1958 and continuing thereafter until the violation is corrected.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

Mason City, Iowa is a station on the Minnesota Operating Division of the Chicago, Great Western Railway Company. Trains of the Chicago, Rock Island and Pacific Railroad operate over the tracks of the Chicago, Great Western between Manly, Iowa and Clear Lake Junction, Iowa, a distance of 10.9 miles. Mason City is 9.4 miles south of Manly and 1.5 miles north of Clear Lake Junction. It is a joint office, i.e., business of both carriers is handled and the work performed by CGW employes. There is no reason to distinguish between the work of the CRI&P and the work of the CGW, as it is work accruing to the station and for the purpose of deciding this dispute is all work of the Respondent Carrier and belongs to its employes to perform in accordance with effective agreements.

At the time cause for this claim arose, the station force at Mason City consisted of: Supervisory Agent, Telegrapher-Clerk, Clerk-Cashier, Clerk and Mail Handler. The first two under the Telegraphers' Agreement and the remainder under the Clerks' Agreement. The position of Agent is listed in Group 1 of Addendum No. 2 of the Agreement, and is not involved in

tion of the rule, I suggest you write the other general chairmen direct for confirmation of my statement to you concerning their practice.

Yours truly,

/s/ D. K. Lawson,
Vice Pres.–Personnel"

"THE ORDER OF RAILROAD TELEGRAPHERS
Chicago Great Western System
Division No. 96

Manning, Iowa
September 19, 1959

Mr. D. K. Lawson, Vice President–Personnel
Chicago Great Western Railway
700 Mulberry Street
Kansas City 1, Missouri

Dear Sir:

Reference your letter September 15 in answer to mine of September 12, in which I inquired as to how other General Chairmen comply with Rule 23 in notifying of rejection of decisions, etc.

I still can see no notification of rejection of decision as positive as the furnishing the officer whose decision is appealed a copy of said appeal and nothing here is to be construed to mean otherwise. I find there are many General Chairmen who follow the same procedure on a like number of railroads.

However, in future cases, I can see no reason to not cooperate with you in the matter just so I know what you desire. Apparently that is, instead of furnishing copy of the appeal, is to simply write a separate letter saying the same thing in a lot less words. I see no objection.

Very truly yours,

/s/ L. M. Kingsbury,
General Chairman"

OPINION OF BOARD: W. H. Schumpp was the assigned occupant of the regular Telegrapher-Clerk position at Mason City, Iowa, with rest days Saturday and Sunday. Until December 14, 1957, the Saturday rest day was a part of a regular rest relief assignment and he was assigned a call on Sundays. After that date, the Saturday rest day was removed from the regular rest day relief assignment and Mr. Schumpp was assigned a call on Saturdays in addition to the Sunday call. Effective Saturday, July 5, 1958, the assigned calls of Saturday and Sunday were discontinued. His work of handling mail and baggage on those days was delegated to an employe not covered by the Telegraphers' Agreement.

Claimant, Mr. Schumpp, contends that Carrier violated Rule 1 of the Scope of the Telegraphers' Agreement by assigning the baggage work which is part of his regular duties to be performed on his rest days by some other person not covered by the Agreement. He maintains that he handled the duties of unloading, checking and delivering baggage during the week, Monday through Friday, and that he had also performed this work on his rest days until July 5, 1958, when it was transferred by Carrier to employes outside the Scope of the Agreement. His argument is that rest days are attached to a position, and that any of the duties of the position which are required on his rest day cannot be assigned to employes outside of the Agreement that covers the position.

In its denial, Carrier contends that the claim should be dismissed because of failure of Organization to reject the decision of Carrier's officer, the Superintendent, pursuant to Rule 23 (b). The record discloses that the Superintendent was furnished a copy of the appeal letter. The National Disputes Committee Decision No. 14 (Award No. 14021) resolved this issue by deciding that furnishing a copy of the appeal letter to the official of Carrier, who previously had denied the claim, complies with the requirement of Article V, Section 1 (b). This decision is controlling, and, accordingly, we find Organization complied with Rule 23 (b) which corresponds to the abovementioned provision in the National Agreement.

Carrier has also raised the objection that the term "successor" in the claim does not sufficiently identify Claimant, and, therefore, this part of the claim should be barred. We find that the National Disputes Committee in Decision No. 19 (Award No. 14088) resolved this question. The successor is sufficiently identified and, hence, the claim is properly before this Board.

Carrier urges that the handling of baggage work is not reserved exclusively to employes covered by the Scope of the Telegraphers' Agreement. It maintains that "head end work" has been handled for many years at Mason City by employes of other crafts, and that the Telegrapher-Clerk was only asked to assist when the situation required.

The Scope Rule involved is general in nature, and does not specifically reserve the handling of baggage to the Telegrapher-Clerk position. Examining the practice at Mason City, we find that Telegrapher-Clerks did not exclusively perform the "head end work" on weekdays. Employes of other crafts have handled the baggage by themselves or with the assistance of other employes. The Telegrapher-Clerk performed these duties sometimes alone, and sometimes with the assistance of employes of other crafts. On Saturday and Sunday, rest days when the volume of the work was smaller, the employes on duty not covered by the Telegraphers' Agreement handled the work without the need of the Telegrapher-Clerk. There is no basis to conclude that the duties of handling baggage was exclusively performed by Telegrapher-Clerks on weekdays, Monday through Friday. Hence, this work could not have been taken away from them and given to employes outside their craft on Saturday and Sunday, their rest days. Neither by the Scope, nor by tradition or custom and practice, has Claimant demonstrated that the Agreement was violated by Carrier. The claim is, therefore, denied.

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

The Agreement of the parties 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 15th day of July 1966.

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