

Award No. 18015
Docket No. CL-18474

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis X. Quinn, Referee

PARTIES TO DISPUTE:

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

BOSTON AND MAINE CORPORATION

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6709) that:

(1) The Carrier violated the Clerks' Agreement, effective September 1, 1952, Rules 1 and 3(b), among others; also, Articles III and IX of the supplementary agreement, effective March 23, 1959, when on October 21, 22, 23 and 24, 1968, a Travelling Auditor, an official of the Carrier, excepted from all the rules of the Agreement, performed clerical work at Lowell, Massachusetts Station, belonging to employees covered by the scope and seniority provisions of the Agreement.

(2) Carrier shall now be required to compensate W. J. Cunningham, seniority 8-7-41, for eight (8) hours at punitive rate (\$51.08), on his rest day, Monday, October 21, 1968; for sixteen (16) hours' pay in behalf of J. D. Simoneau, seniority 2-11-41, at punitive rate (\$102.16), on his rest days, Tuesday and Wednesday, October 22 and 23, 1968, and in behalf of W. H. Stacy, seniority 5-3-42, for four (4) hours at punitive rate (\$25.54), on his rest day, Thursday, October 24, 1968.

EMPLOYES' STATEMENT OF FACTS: At Lowell, Massachusetts, the Carrier has one freight office clerk located in the passenger station Monday to Friday, and a full complement of yard clerks, seven days weekly, around the clock, who are headquartered in a yard office roughly $\frac{1}{2}$ to $\frac{3}{4}$ mile south of the station.

All of these employees are on the New Hampshire District roster of Carrier's Boston Division.

Prior to April 10, 1958, Carrier had five (5) clerks in its freight office force.

On that date it abolished a general freight clerk's position, and when the then General Agent at the time took over these clerical duties, which

Evidence on the handling of back correspondence is readily available along with the work done by Mr. Ayotte on the reclaim report and other matters.

As expressed in my letter of February 20th, compliance should be made with Article III of CL 46 which the Local Chairman is anxious to undertake if the Superintendent will be likewise instructed.

Mrs. Ayotte after considerable experience at other points has been on this job since CL 60 and was considered very capable by the Superintendent and Mr. Glendenning at and since that time. In fact, Mr. Glendenning instituted the overtime recognizing its necessity and I understand overtime is still required.

Unquestionably, this is a case where the work is far greater than can be handled by remaining forces in addition to current traffic increases since 1967.

Would appreciate an early conference.

Yours truly,

/s/ J. Connor
General Chairman"

To date, no reply has been made.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: At the Lowell, Massachusetts Agency the freight office clerk was not performing his duties properly. Having attempted to instruct him by telephone without success, it became necessary to dispatch a supervisory employe, Traveling Auditor W. G. Ayotte, to Lowell for three or four days to instruct the clerk in the proper methods of performing his work.

Although productive work was not performed by the supervisor as alleged, the fact remains that the three claimant yard clerks are not qualified freight office clerks.

Claim was declined on the property on the basis that the freight office clerk was being instructed by the supervisor, who did not actually perform as claimed, nor did he take the place of any other freight house clerk.

OPINION OF BOARD: The gravamen of the present claim is that the Carrier violated Rules 1 (Scope) and 3(b) (Seniority) and Articles III and IX of the Supplementary Agreement effective March 23, 1959, when a Travelling Auditor visited the Lowell, Massachusetts Station for the purpose of instruction in method and development of priority timetables and performed clerical work. The Auditor did demonstrate outward waybilling, interchange method, per diem reclaim, handling of a neighboring railroad account and Freight Claim work.

This Board would not support such instructional visits if their true purpose were to perform clerical work or infringe on designated overtime. After careful study of the record, we find that the Petitioner has failed to meet

the burden of proving that the Travelling Auditor did perform any designated clerical work other than merely instructing and developing a systematic approach for the performance of clerical duties. We have no other alternative but to deny this 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 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 30th day of June 1970.