

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20938
Docket Number U-21114

William M. Edgett, Referee

(Brotherhood of Railway, Airline and Steamship
(Clerks, Freight Handlers, Express and **Station**
(**Employees**

PARTIES TO DISPUTE: (

(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** 'of the Brotherhood
(**GL-7759**) that:

(1) Carrier violated the Agreement between the parties November 4, 11, 22, 23, 25, December 2, 6, 9, 16 and 23, 1973, when It permitted or required train service employees to perform duties which for many years by custom, practice and tradition have been performed by Agent and Clerk-Operator at Aberdeen, North Carolina.

(2) Carrier shall be required to compensate Clerk-Operator **J. T. Meares a two** (2) hour call November 4, 11, 23, 25, December 2, 6, 9, **16** and 23, 1973, and a three (3) hour call November 22, 1973, at time and **one-half** the pro rata rate for the violation **aforsaid.**

OPINION OF BOARD: Aberdeen, North Carolina is an interchange point between the Seaboard Coast Line and the Aberdeen and **Rockfish** Railroad Company. When cars were interchanged **at a time when** Claimant was not on duty she was called so that she could stamp the waybills and deliver them to the A & R by placing them in the designated box or slot and complete the required interchange report. Carrier wished to avoid what it considered excessive calls at Aberdeen and instituted a procedure there which was in effect at other points on the road.

Instead of having Claimant called in to stamp the waybills it had them stamped by BRAC employees at other points. The conductor delivered them to the A & R by placing them in the designated slot. Then when Claimant returned to duty she completed the interchange report and delivered it to the A & R. The interchange report is the work of significance and the only change in Claimant's duties with respect to it **is** the time at which it is done. She now does it during her regularly assigned hours instead of being called in to complete it. No violation of the Agreement exists, nor has one been alleged, because of that change in Claimant's assignment. **Two** other changes have taken place. BRAC employees at other locations stamp the waybills. Aside

from the fact that there is no significant work or time involved, the task is performed by covered employees. The key point, however, is the fact that the **claim was** filed because of work performed by **train service** employees and the stamping is not performed by train service employees. No violation of the Agreement is perceived by Carrier's change in the place at which the stamp is applied under the given facts and circumstances. A more serious question is raised by the assignment of the conductor to deliver the waybills to the A & R. Here the work involved is both incidental **and** non-significant in volume. It is a task which the record shows is performed by conductors at other points on the road. Based on the above considerations, the Board finds that Carrier did not violate the Agreement by **having** the conductor drop a **waybill** in the A & R's mail slot. It is to be noted in this connection that **Claimant** uses the Seaboard Coast Line copies of the documents to complete the interchange report and that she still delivers it to the A & R.

The change is procedural rather than substantive. **No covered** work has been **removed, from** employees covered by the Agreement and Claimant still performs the actual interchange work. The claim is for work **performed** by train service employees and the record shows that the only work performed by them was placing the waybills in the A & R's mail slot instead of leaving them at the Seaboard Coast Line office. Based on the considerations discussed above, the claim is 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 **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 Carrier did not violate the Agreement.

A W A R D

Claim denied.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By Order of Third Division

ATTEST:

A. W. Paulos
Executive Secretary

Dated **at** Chicago, Illinois, this 30th **day** of January 1976.