

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21432
Docket Number CL-21112

William M. Edgett, Referee

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

PARTIES TO DISPUTE: (

(The Long Island Rail Road Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7859) that:

1. The Carrier violated the understanding and provisions of the Clerk's Agreement, particularly the Scope Rule, Rules 5-A-3, 9-A-1, 9-A-2, among others, Memorandum of Understanding #2, and Agreement #47, when it ordered Assistant Agent J. Kguloian and Relief Agent V. Keating, who are not covered by the Clerk's Agreement to perform Group #2 Usher work (train announcing) at Huntington Station (See Attachment "A") from 1:00 p.m. to 9:30 p.m., seven days a week.

2. The Carrier shall pay the senior unassigned extra employee, or if all extra employees are assigned, then the senior employee on his relief day, according to Agreement #47, names of which are shown on Attachment "B" and/or their successors, a day's pay at the Usher rate of \$53.05 per day for the unassigned extra employee, or the punitive rate of time and one-half for the employee unassigned under Agreement #47, effective February 5, 1974, and every day thereafter until the violation is corrected.

OPINION OF BOARD: From February 5, 1974 through April 3, 1974 Carrier had two agents announcing trains at Huntington Station. The employees claim a violation of the Scope Rule, Rules 5-A-3, 9-A-1, 9-A-2, and Memorandum of Understanding No. 2 and Agreement No. 47. The claim is for pay for the senior unassigned extra employee or senior employee on his relief day.

The employees took the position on the property that station announcement had always been performed by ushers systemwide. Carrier countered by pointing to the fact that trainmen make announcements over the equipment on board trains and that a centralized public address system is used for systemwide announcements by an unrepresented employee. Carrier acknowledged that ushers performed station announcements but it rejected the contention that ushers had 2 right to the work at all locations.

It is ~~apparent from~~ the facts in ~~the~~ record that by practice and custom ushers ~~make~~ station ~~announcements, systemwide.~~ The exceptions pointed out by Carrier may be said to "prove the rule." The ~~claim~~ is concerned with ~~station announcements~~ and reference to on-board ~~announcements~~ by trainmen is irrelevant. The centralized public address ~~system~~ is not used for routine station ~~announcements,~~ and the parties negotiated with reference to its ~~assignment~~ to a nonunion ~~employee.~~ Carrier took the position that the many uses of the centralized ~~public~~ address system required that an ~~employee~~ with an overall knowledge of operations ~~man~~ it and the correspondence between the parties indicates that it was not intended to function for routine train ~~announcements,~~ although it could be used for nonroutine announcements.

Carrier objects that the claim is too indefinite in that it does not specify the claimants by ~~name.~~ A ~~claim~~ may be dismissed for lack of ~~particularity,~~ but 2 number of cases have held that where the identity of the ~~claimants~~ can easily be established it is not necessary to ~~name~~ them. The record here shows that ~~the~~ identity of the claimants can be easily determined from the records submitted by the ~~employees,~~ and Carrier's request for ~~dismissal~~ on that ground is denied.

The ~~employees~~ have established that Carrier ~~improperly~~ assigned station ~~announcements~~ in violation of the Agreement. The claim is sustained.

FINDINGS: The Third Division of the Adjustment Board, ~~upon~~ the whole record ~~and~~ 211the 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~~ violated.

A W A R D

Claim sustained.

ATTEST:

A. W. Paulsen
Executive Secretary

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 28th day of February 1977.

