

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21580  
Docket Number CL-21439

William G. Caples, Referee

**PARTIES TO DISPUTE:** (Brotherhood of Railway, Airline and  
( Steamship Clerks, Freight Handlers,  
( Express and Station **Employes**  
(  
(**Boston and Maine Corporation, Debtor**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood  
(GL-8049) that :

1. Carrier violated Addendum #3, Article VIII, **February 25, 1971** National Agreement, Mediation Agreement **Case No. A8853**, dated February 25, **1971**, among others of the current working Rules Agreement, when it delegated clerical work to General Agent (Minor) H. **Magown**, Mystic Junction, Boston, Mass., covering August **8, 1974** and **everyday** thereafter until same is corrected.

2. **Carrier** shall compensate clerks John **F. Fraine**, Edward **J. Fitzgerald**, George T. French, Thomas J. Brooks and **William P. McGarry**, Mystic Junction, Boston, Mass., and **all** other claimants for one (1) day's pay (**8** hours) for each and every day **commencing** August **8, 1974** and continuing until same is corrected. Rate of pay \$5.02 **per** hour.

Claims **are** as follows:

John F. Fraine - September **6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20** and **30, 1974**

**Edward J. Fitzgerald** - August **8, 9, 15, 16, 22, 23, 29** and **30, 1974**. October **3, 4, 17** and **18, 1974**. November **7, 8, 14, 15, 21, 22** and **29, 1974**. December **5, 6, 12** and **13, 1974**.

**William P. McGarry** - August **20** and **21, 1974**. September **24** and **25, 1974**. October **1, 2, 8, 9, 22** and **23, 1974**. November **5** and **6, 1974**. December **11, 1974**.

Thomas J. Brooks - September **3, 4, 5, 9, 10, 11** and **12, 1974**. October **7, 10, 11, 14, 15, 16, 21, 24** and **25, 1974**. November **4, 11, 12, 13, 18, 19, 20, 25** and **26, 1974**. December **2, 3, 4, 9** and **10, 1974**.

George T. French - November **27, 1974**.

OPINION OF BOARD: The crux of the dispute in this case centers around the abolishment of a clerk's position at Carrier's **Mystic** Junction Office, **Boston**, Massachusetts, and the assignment of certain items of work from the abolished position to the General Agent (Minor) position at that **same** location.

Effective August 20, **1973**, the parties to this dispute consummated an Agreement in which the work and seniority of clerks and telegraphers (including agents) was consolidated into one Rules Agreement in accordance with the provisions of Sections 1 and 2 of Article VIII of Mediation Agreement Case No. A-6853 dated February 25, **1971**.

Subsequently, on August 1, **1974**, as a result of certain **force** rearrangements **in** the Boston, Massachusetts area, the clerk's position referred to above was abolished, and some of the duties formerly performed by the abolished position were thereafter performed by the General Agent (Minor). The Subject **of** this claim, and petitioner's contentions before this Board, allege that the assignment of work from the abolished position to the general agent position was a violation of Addendum **#3** to the Rules Agreement which is a reproduction of Article VIII of the February 25, **1971** National Agreement.

We have carefully reviewed the entire record in this case and can find no violation of **any** Rule or Agreement. Rule 1(f) of the applicable Agreement provides in pertinent part as follows:

"Rule 1. Scope - **Employees** Affected:

(f) When a position covered by this Agreement is abolished, the work previously assigned to such position which remains to be performed **will** be assigned in accordance with the **following:**

(1) To another position or **other positions** covered by this Agreement when such other position or other positions remain in existence, at the location where the work of the abolished position is to be performed."

The parties agree that the General Agent (Minor) is a position "covered by this Agreement." Therefore, the assignment of any work from the abolished position to the agent's position was, in fact, accomplished within the clear and unambiguous language of Rule 1(f)(1) quoted **above**.

In view of the foregoing we shall **deny** the claim as presented.

**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,

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 17th day of June 1977.