

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24793
Docket Number CL-24360

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight **Handlers**, Express and Station **Employees**
(
(Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (**GL-9517**)
that:

(1) Carrier violated the Clerk-Telegrapher Agreement in effect between the Parties when, on each Saturday and Sunday, May 31; June 1, 7, 8, 14, 15, 21, 22, 28, 29; July 5, 6, 12 and 13, 1980, and subsequent dates of record, it caused and permitted employees not covered by the Agreement to perform clerical work attached-to Shop Clerk position C-6, Roundhouse, New Castle, Pennsylvania, and

(2) Carrier, as a result of such impropriety, shall **compensate** each employee named, as indicated, eight (8) hours pay at the pro rata rate (\$68.87) for each date listed, as follows:

(a) J. F. Patton	-May 31; June 15; July 5, 1980
(b) A. T. Roscetti	-June 1, 21; July 6, 1980
(c) J. J. Daugherty	-June 7, 22; July 1, 1980
(d) J. F. Henderson	-June 8, 28; July 13, 1980
(e) J. R. Scully	-June 14 and 9, 1980

OPINION OF BOARD: Question was raised by the **Carrier** in this dispute as to the possible involvement of a third party, the Baltimore and Ohio Railroad **Company Supervisors**. That **Organization** was advised of the dispute and declined to participate in the resolution of the matter.

Prior to May 28, 1980, the Carrier maintained a Shop Clerk position in the New Castle Roundhouse Building (**Position** C-61, with assigned days of Tuesday through Saturday on the day shift. There was also a Relief Clerk Position (**C-2981** which, as part of a five-day schedule, served as relief for Position C-6 on Sunday and Monday. Thereafter, the Carrier abolished the Relief Clerk position and changed the assigned days of the C-6 Clerk position to Monday through Friday.

By the Carrier's action, the Organization claims that work regularly assigned to the Relief Clerk position has now improperly been assigned to the Assistant Shop Foreman on Saturdays and Sundays. Cited in particular are Rules 1 (c) and Rule 4, Overtime, which read in pertinent part as follows:

'RULE 1

(c) When a position covered by this Agreement is abolished, the work assigned to same which remains to be performed will be reassigned in accordance with the following:

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

(2) In the event no position under this Agreement exists at the location where the work of the abolished position or positions is to be performed, then it may be performed by a Yardmaster, Foreman, or other supervisory employee, provided that less than four (4) hours' work per day of the abolished position or positions remains to be performed; and further provided that such work is incident to the duties of a Yardmaster, Foreman, or other supervisory employee.

(3) Where the remaining **work** of an abolished position is reassigned to positions coming within this Agreement, an effort will be made, where practical, to reassign the work to a position or positions assigned similar work, higher rated work to higher rated positions **and** lower rated **work** to lower rated positions.

(4) Work incident to and directly attached to the primary duties of another class or **craft** such as preparation of **time cards**, rendering statements or reports in connection with performance of duty, tickets collected, **cars carried in trains**, and cars inspected or duties of a similar character, may be performed by employees of such other craft or class.'

"RULE 4

(b-2) Where work is required by the Management to be performed on a day which is not part of any assignment, it may be performed by an available **extra** or unassigned employee who will otherwise **not** have forty (40) hours of work that week; in all other cases by the regular employee.'

The Carrier argues the effective reduction of the clerical **position** from seven days to five days resulted from an overall **reduction in** the amount of clerical **work** required and that the remaining position (C-6) continued to **perform** the work on a **Monday** to Friday basis rather than on Tuesday through Saturday. As to work which the Organization claims was assigned on Saturdays and Sundays to the Assistant Shop Foreman, the Carrier argues that the various reports and recording of **information was** and is regularly performed by both the Foreman and the Clerk.

The Board has reviewed the voluminous **record** set forth by the parties. There is no clear determination therefrom that Foreman duties were changed as a result of the reduction of the clerical **assignment** from seven days a week to five or that the basic clerical functions **are no** longer fully performed by the assigned clerk. It follows that there is no finding of specific violation of the Scope Rule or of the above cited rules in this rearrangement and reduction of the clerical schedule.

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:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 30th day of April, 1984