

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 25392
Docket Number CL-24777

Rodney E. **Dennis**, Referee

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

PARTIES TO DISPUTE: (

(Bessemer and Lake Erie Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood IGL-9637) that:

1. Carrier violated the effective Clerks' Agreement when on specified dates in June, July and **August** 1980, it required and/or permitted **employees** not covered by the scope of the Agreement to perform clerical work on **an** unassigned **day**, at Saxonburg. Pa.

2. Carrier shall now compensate the senior available unassigned **employee** for eight hours' pay at the pro rata rate of the position of Clerk-Saxonburg for each of dates June 9, 16, 23, July 24, 28, August 4, 18 and 25, 1980.

OPINION OF BOARD: In May of 1980, Carrier and the Organization changed the work week at Saxonburg, Pennsylvania, for Clerks from a three shift/seven day operation to a three shift/five-day operation, Tuesday through Saturday. On **numerous** Mondays in June, July, and August 1980, trains arrived at **Saxonburg** and information pertaining to those train arrivals was transmitted by telephone by the Yardmaster to the **HF** office at Greenville, Pennsylvania. The Organization contends that if the Carrier had not modified the work week, a Clerk would have transmitted the information transmitted by the Yardmaster. It further contends that Carrier violated the Scope Rule of the Controlling Agreement by allowing the Yardmaster to transmit information normally transmitted by **a** Clerk. Organization requests eight hours' pay for the senior available unassigned Clerk on each day cited in the claim,

Carrier contends that the information transmitted by the Yardmaster at **Saxonburg** was solicited by the Clerk in the HF office, not gathered and called in by the **Yardmaster**. It also argues that even if the claim had merit, it is excessive, since the **work** would have been performed on a call basis.

This Board has carefully reviewed the record of this case and based on the fact that the Clerk at the HF office called the Yardmaster to obtain the disputed information, we shall 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 **Employees** involved in this dispute are respectively Carrier and **Employees** within the meaning of the Railway Labor Act, as approved June 21, 1934;

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That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

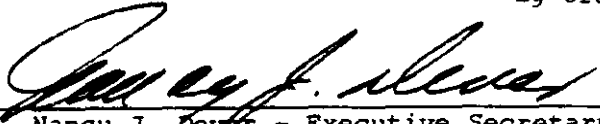
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dwyer - Executive Secretary

Dated at Chicago, Illinois, this 15th day of April 1985.