

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26506
Docket Number CL-26181

Robert W. McAllister, Referee

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

PARTIES TO DISPUTE: (
(Chicago Union Station Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-9962) that:

1. Carrier violated the effective Clerks' Agreement when, effective September 27, 1983, it abolished a position of Telephone Operator-Information Clerk and thereafter required and/or permitted outsiders not covered by the Agreement to perform work reserved to employees covered thereby.

2. Carrier shall now compensate Clerk Harry Kusek for eight (8) hours' pay at the time and one-half rate of his position of Telephone operator-Information Clerk for September 27, 1983, and for each and every day thereafter that a like violation occurs."

OPINION OF BOARD: The Carrier (**CUS**) operates the Chicago Amtrak Terminal. It also serves as a commuter terminal for **Illinois** Regional Transit Authority (RTA) trains operating **over** tracks of the BN, Milwaukee, and ICG Railroads. CUS does not actually operate any trains and owns no rolling stock. On September 26, 1983, CUS changed the open hours of its telephone switchboards from two shifts per day to one shift. For forty years, the switchboard was in operation from **6:30** A.M. to **11:30** P.M. It would now be open from 8:00 A.M. to 5:00 P.M. Callers dialing the CUS switchboard between **6:30** A.M. and 8:00 A.M. and between 5:00 P.M. and **11:30** P.M. were directed by recorded message to call the RTA if they were seeking commuter train information. This same message had been played to callers between the hours of **11:30** P.M. and **6:30** A.M. for the preceding ten **or** twelve years.

The Organization contends the change resulted in removal of work from coverage of its Agreement in violation of Rules 1 and 18(f). It argues that Rule 1 reserves such work to employees assigned under the Agreement. Rule 18 states:

"When a position is abolished, the remaining
work will be assigned to a position or positions
with rates equal to or in excess of the rate of
the position abolished."

The Organization contends this Rule requires that work of the abolished switchboard operator position be assigned to other positions under the Agreement.

The Carrier argues the principle purpose for having switchboard operators' jobs was to handle Carrier's main business telephone. Because of declines in **business** and employees, keeping the board open sixteen hours per day could no longer be justified.

The Organization has submitted a number of Awards that hold that it is necessary when positions are abolished to reassign any remaining duties to others under the Agreement. It has also submitted statements from a number of **employees** indicating that at times, when working the switchboard, as much as ninety percent of their work was answering inquiries connected with commuter train operations. **However**, what is notably absent in this record is evidence on the nature and amount of "remaining work," if any, that existed after the abolishment which was now assigned to others outside the Agreement.

It seems the crux of the Organization's case concerns telephone inquiries which may be received between **6:30 A.M.** and **8:00 A.M.** and between **5:00 P.M.** and **11:30 P.M.** which are now referred to RTA. For the past ten or **twelve** years, telephone inquiries on commuter service was available from RTA twenty-four hours a day. It was available when the CUS board was open and it was available when the CUS board was closed. In fact, when the CUS switchboard was closed, a recorded message was played for seven hours per night directing callers to the RTA. Now that the CUS board is open just nine hours **per day**, the message directs callers to RTA phones fifteen hours a day. Furthermore, the record does not establish the volume of calls or work involved.

On this record, it is our opinion the Organization has not established a violation of the Agreement.

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.

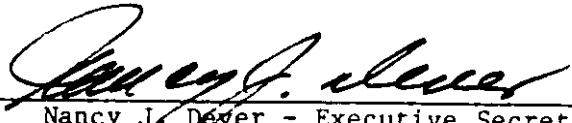
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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest; 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 9th day of September 1987.