

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

THE WESTERN PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee that the work of carrying store department mail between Carrier's Oakland Store and Carrier's Oakland Passenger Station is work coming within the scope and operation of the Clerks' Agreement, that the action of the Railroad in removing this work from employees holding seniority rights on the Store Department roster constitutes a violation of the Clerks' Agreement and that all employees adversely affected by reason of this violation shall be compensated for all wage loss sustained subsequent to July 31, 1946.

EMPLOYES' STATEMENT OF FACTS: Carrier's Oakland Store is located approximately two miles from its Oakland Passenger Station. For many years, it has been the practice for an employee holding seniority rights under the Store Department roster to carry mail originating at the Store Department to Oakland Passenger Station. On or about August 1, 1946, performance of this work was assigned to employees holding no seniority rights on Store Department roster.

POSITION OF EMPLOYES: The following rules are cited from agreement bearing effective date of December 16, 1943:

Rule 28: Each of the following shall be a seniority district, and such seniority districts hereby established shall remain in effect until changed by mutual agreement between the Management and duly accredited representative of the employees:

GENERAL OFFICE

- | | | |
|----------|-----|-------------------------------------------------------------|
| District | 1. | Office of President |
| " | 2. | Office of Vice President and General Manager and Assistants |
| " | 3. | Treasury Department |
| " | 4. | Accounting Department |
| " | 5. | Transportation and Telegraph Department |
| " | 6. | Freight Claim Department |
| " | 7. | Purchasing Department |
| " | 8. | Engineering Department |
| " | 9. | Legal Department |
| " | 10. | Tax and Land Department |
| " | 11. | Medical Department |

General Office

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| " | 10. | Tax and Land Department |
| " | 11. | Medical Department |

System

- | | | |
|---|-----|-------------------------------------|
| " | 12. | Traffic Department |
| " | 13. | Mechanical Department |
| " | 14. | Store Department |
| " | 15. | Chief Special Agent and Claim Agent |
| " | 16. | Dining Car and Hotel Department |
| " | 17. | Perishable Freight Department |

Division

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|---|-----|----------------------------------------------|
| " | 18. | Western Division (except as provided above) |
| " | 19. | Eastern Division (except as provided above)" |

POSITION OF CARRIER: There is nothing in the Schedule which accords to any clerk, or group of clerks, the exclusive right to handle railroad mail. It can be handled via United States Postal Service or by any class of railroad employees. At stations it is handled by Agents, Telegraphers and/or Clerks; on the trains it is handled by Train Baggage men or Express Messengers; it is handled by Trainmen in cabooses of freight trains; it is delivered to section, extra gangs and B&B gangs, etc., by Roadmasters or B&B Supervisors. In fact, there is hardly a railroad employee, who, at some time, does not handle railroad mail.

In large General office buildings it is customary to have a Central Mail Room from which mail is distributed by messengers to the many offices in the building, irrespective of the seniority roster, and, similarly, mail is picked up in the numerous offices and taken to the Mail Room by mail room messenger.

Carrier contends that in having the messenger at Oakland handle the Store Department railroad mail in the same manner as the mail is handled between the offices of the several other departments and passenger station, no provisions of the Schedule were violated and we urge that you deny the claim of the employees.

OPINION OF BOARD: The facts are not in dispute. For many years an employee holding seniority under the Store Department roster carried Store Department mail to and from the Oakland Passenger Station, a distance of more than one mile. On August 1, 1946, this work was assigned to employees holding no seniority rights on the Store Department roster. The Organization contends that this is a violation of Rule 28 of the current Agreement providing in part:

"Each of the following shall be a seniority district, and such seniority districts hereby established shall remain in effect until changed by mutual agreement between the Management and duly accredited representative of the employees:

* * * * *

"District 14. Store Department. * * *."

We think the Carrier violated the Agreement in assigning this work to an employee in another seniority district. This Board has repeatedly con-

demned the transferring of work from one seniority district to another as a violation of the seniority rights of the employees in the district from which the work is taken. Awards 1808, 3746, 3964.

We do not here say that the handling of mail is work belonging exclusively to Store Department employees. What we do say is that work having been assigned for a long period of time to employees under the Store Department, it being a seniority district of itself, such work cannot be assigned to an employee of another seniority district except by negotiation and agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

The Agreement was violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 11th day of August, 1948.