

Award No. 9657

Docket No. CL-9429

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Joseph E. Fleming, Referee

PARTIES TO DISPUTE:

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

LEHIGH VALLEY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(a) The Carrier violated provisions of Rule 55, Preservation of Rates, and other rules of the Clerks' Agreement dated May 1, 1955 when it assigned crew calling to lower rated positions of Bunkhouse Attendants at Manchester, N. Y.

(b) That Carrier now be required to reimburse Messrs. Griffin, Doyle, Smith and/or their successors for the difference in their rate as Bunkhouse Attendants and that of Crew Dispatchers from May 16, 1955 to date the situation forming basis of claim is corrected.

EMPLOYEES' STATEMENT OF FACTS: For many years prior to May 16, 1955 the forces at Manchester involved in this claim consisted of the following:

Three (3) Crew Dispatchers—Seven (7) days per week around the clock. Group No. 1 positions.

Three (3) Crew Callers—Seven days per week around the clock. Group No. 1 positions.

Three Bunkhouse Attendants—Seven days per week. Group No. 2 positions.

Some years ago the 8:00 A. M. to 4:00 P. M. and the 4:00 P. M. to Midnight crew caller positions were discontinued. The 12 Midnight to 8 A. M. position was discontinued May 16, 1955. The duties of calling crews at the Bunkhouse was assigned to crew dispatcher on the respective tricks. The crew callers and crew dispatchers are Group #1 positions and their seniority is on the same Buffalo District Roster. The action of management in this case was in accordance with the rules of the Clerks' Agreement as both crew dispatchers and crew callers are in the same seniority district and, further, crew dispatcher's rate of pay is higher.

perform such service more than four (4) hours, the higher rate shall apply for the full day."

There is no provision in this rule or any other rule of the schedule agreement that supports this claim.

There was no change of the duties in the bunkhouse attendant position at Manchester effective May 16, 1955. This class of positions is filled by Group 2 employees. Crew dispatcher, crew caller and telephone switchboard operator positions are Group 1 employees. All of the duties performed by bunkhouse attendants at Manchester are Group 2 duties, and no addition or changes were made in the nature of the duties of these positions May 16, 1955.

For the reasons outlined, the Carrier emphatically states crew calling duties were not assigned to lower rated positions of bunkhouse attendants at Manchester, May 16, 1955, or any other date or time, and also emphatically states at no time have bunkhouse attendants at Manchester ever been assigned to perform duties of crew dispatcher.

This claim is without merit and is not supported by the rule relied upon by the Employees in submitting this claim or by any other rule of the schedule agreement. Therefore, it is respectfully submitted this claim should be denied.

The facts presented in this submission were made a matter of discussion with the Committee in conference on the property.

OPINION OF BOARD: This record shows that all crew calling at Manchester, N. Y., is presently being performed by Crew Dispatchers who telephone the Bunkhouse Attendants, in lieu of Callers personally advising them, of the men in the bunkhouse being called, and the Bunkhouse Attendants, in turn, merely awaken and notify the men of their calls in accord with the previous undisputed practice. The Agreement has not been violated, and the claim must be denied.

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 Employee 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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 1st day of December, 1960.