

**Award No. 10760**

**Docket No. CL-10473**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Raymond E. McGrath, Referee**

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**PARTIES TO DISPUTE:**

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

**THE NEW YORK CENTRAL RAILROAD COMPANY —  
GRAND CENTRAL TERMINAL**

**STATEMENT OF CLAIM:** Claim of System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, New York Central Railroad Company, Eastern District (except Boston Division):

1. That Carrier violated the Rules Agreement when, effective June 6, 1955, it abolished the Class 2 position of Head Doorman, Grand Central Terminal, New York, N. Y., assigned to J. Matocha, and transferred to employees filling Class 1 positions of Information Clerks, Grand Central Terminal, New York, N. Y., work previously belonging to and performed by Head Doorman, J. Matocha and other employees assigned to Class 2 positions of Head Doormen and of Doormen.

2. That Carrier be required to remove the aforesaid work from assignments of employees filling Class 1 positions of Information Clerks and restore this work to J. Matocha and other employees assigned to Class 2 positions of Head Doormen and of Doormen.

3. That Carrier be required to fully reimburse J. Matocha and all other employees assigned to Class 2 positions of Head Doormen and of Doormen for wage loss they sustained because of the above Rules Agreement violations, this to cover period November 16, 1956 until such violations shall have been eliminated.

**CARRIER'S STATEMENT OF FACTS:** The lower level of the Carrier's Grand Central Terminal formerly had a fixed bulletin board at the Information Bureau on which incoming train information was displayed. Incoming train information is received on a telautograph machine which sets on the counter of the Information Bureau booth and can be read by Information Bureau Clerks inside the booth as well as by the Doormen on the outside. For several years the entries on this fixed board were customarily made in chalk by the Head Doorman or Doormen on duty as the information

**OPINION OF BOARD:** This matter comes before the Board on the joint submission of the case by the parties. There appears to be no substantial disagreement on the facts.

Effective June 6, 1955, the Class 2 position of Head Doorman, lower level, Grand Central Terminal, New York, N. Y., assigned to J. Matocha, was abolished. The marking up of fixed bulletin boards to show track assignments and time of arrival of trains at the lower level for several years was done in the following manner by the Head Doorman or Doorman on duty. As the information became available on the telautograph machine the entries on this fixed bulletin board were made in chalk by the Head Doorman or Doorman on duty, so that the information was ascertainable by the public by an examination of the bulletin board. The telautograph machine was located on a counter at the Information Desk and the Information Clerks obtained their knowledge as to arrivals and track assignments from this same machine and on request gave this information to the public. In the early part of 1955 the bulletin board was altered so that it could be swiveled with the face into the Information Bureau for entry and swiveled back with face out of the Information Bureau for observation by the public. At the time this alteration in the bulletin board was completed, the work of entering the information on the board when it became available on the telautograph machine was handled by the Information Bureau Clerks on duty. This work was done by the Information Bureau Clerks after June 6, 1955 when the positions of the Claimants were abolished.

On Page 4 of the Agreement a clerk is defined as follows:

**"RULE 2 — DEFINITION OF CLERK**

"Employees who regularly devote not less than 4 hours per day to the writing and calculating incident to keeping records and accounts; to writing and transcribing letters, bills, reports, statements and similar work; and to the operation of office mechanical equipment and devices in connection with such duties and work, shall be designated as clerks."

The distinction between the Class 1 Employees and Class 2 Employees is set out on page 3 of the Agreement as follows:

**"RULE 1 — SCOPE**

"Employees covered by these rules will be divided into two classes.

"Class 1. Clerks as defined in Rule 2 and such employees as ticket sellers or clerks, crew dispatchers, chief callers, freight and baggage tallymen or checkers.

"Class 2. Other office, store and station employees such as train announcers, gatemen, ushers, baggage and parcel room employees, telephone switchboard operators, elevator operators, operators of office and station equipment devices not requiring clerical ability, watchmen, office boys, janitors, stevedores, coopers, freight handlers, laborers and others similarly employed in and around stations, warehouses and storehouses."

The Information Bureau Clerks were designated as Class 1 Employees under the Agreement between the parties and the Head Doormen and Doormen as Class 2 Employees.

The Claimants protested this abolishment and alleged the Carrier had improperly assigned the work of making the bulletin board entries to the Information Bureau Clerks, that it was part of the assigned duties of the Head Doormen and Doormen.

Claim is here made that Head Doorman Matocha and all other Head Doormen and Doormen be reimbursed in full for all wage losses sustained due to this violation of the Agreement covering the period November 16, 1956 until such violations shall have been eliminated.

Carrier denied the Organization's claim and further took the position that the Organization had not properly complied with the provisions of Rule 46 paragraph 1 (a) of the Agreement.

The Organization denies the Carrier's contention that Rule 46 paragraph 1 (a) requires that each Claimant must be specifically named. The Organization maintains that the positions of Head Doormen or Doormen are encompassed in the Scope Rule under Class 2, and that the Carrier in violation of the Agreement removed the duties herein involved from Class 2 positions and permitted the incumbents of Class 1 positions to perform such duties. It further claims that Carrier unilaterally altered the Agreement by combining the duties of two separate Seniority Rosters—the Seniority Roster for the Class 1 members and the Seniority Roster of the Class 2 members.

Both parties have cited awards favorable to their positions on the question as to whether or not this claim is defective because it is brought on behalf of "J. Matocha and all other employes assigned to Class 2 positions of Head Doormen and of Doormen."

The awards cited are apparently in conflict and since the final determination of this case will not be effected by a resolution of this point—no lengthy analysis of the awards cited will be made. The line of reasoning followed in the cases cited by the complainant apply to the factual situation here before us 5078 (Coffey), 5107 (Parker), 5830 (Wyckoff), 5923 (Parker), 7859 (Shugrue), 3763 (Wenke) and many others. The Rule 46, paragraph 1 (a) reads as follows:

"The following rule shall become effective January 1, 1955:

"1. All claims or grievances arising on or after January 1, 1955 shall be handled as follows:

"(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances."

This objection is without merit.

On the Seniority Roster question there can be no doubt that under the Agreement and especially under the forms as set out in the Agreement (Rule 15, Page 6 of Agreement) and as the matter was handled here, that there was one Seniority District but that a separate Seniority Roster was maintained for Class 1 members and a different Seniority Roster for Class 2 members.

The Board also agrees with the Claimants that the Carrier cannot unilaterally transfer work which is exclusively the work of Class 1 or Class 2 to the other roster. See Award 5590 (Francis J. Robertson) and Award 6021 (Jay S. Parker). But this rule is not controlling under out set of facts.

In order to support this claim it is necessary for the Claimants to show that the Class 2 Doormen and Head Doormen had the exclusive right to perform this disputed work. See Award 5318 (Munro); Award 7954 (Cluster); Award 4922 (Carter).

The work here involved was not work reserved exclusively for Doormen. The writing with chalk on the bulletin board was properly clerical work. The posting of the information on the board was only a small part of the duties of either the Doormen or the Information Clerks. The record does not show that over four hours of the time of either was devoted to this activity. The "work" actually involved here was the giving of information as to the arrival time and track numbers of incoming trains to the public. This "work" was not the exclusive work of the Claimants. Both Class 1 and Class 2 Employees gave this information to the public either verbally or by posting it on the board. The source of the information was the same for both the Information Clerks and the Doormen—that is from the telautograph machine that was located on the Information Desk and used by both. Prior to the use of the reversible board the Class 1 Employees gave the information to the public on oral request and the Claimant passed the information along to the public by writing it on the board.

After the installation of the new board the Class 1 Employees did the same thing as they did before except that they reversed the board, wrote the information on it—certainly proper clerical work—and reversed the board so that the public could see it.

This record does not disclose that the Claimants had the exclusive right to the work of informing the public as to the time of arrival of incoming trains and as to the track numbers to be used by them.

Other than this particular question as to the posting on the board no other objection appears in the record as to the proper abolition of the positions of the Claimants.

The Claimants have failed to meet their burden of proving the alleged violations.

**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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 6th day of August 1962.