

Award No. 10926

Docket No. CL-10787

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

UNITED TRANSPORT SERVICE EMPLOYEES

**THE NEW YORK CENTRAL RAILROAD COMPANY,
EASTERN DISTRICT (Except Boston and Albany Division)**

STATEMENT OF CLAIM: The New York Central System violated the current Scope Rule 2, Sections A & B of the Agreement between New York Central System and the United Transport Service Employees, AFL-CIO; authorized to represent Redcaps employed on Carrier properties, when they dismissed three redcaps on March 8, 1958 at Rochester, New York Passenger Station, as a result of abolishment of three remaining positions.

We request that the Carrier correct this violation of Rule by re-establishing positions and recall dismissed redcaps, with pay for lost wages during time off their jobs.

EMPLOYEES' STATEMENT OF FACT: Since the effective date of the agreement between the parties to this dispute there were redcap positions at Rochester, New York until they were abolished March 8, 1958.

There is in effect an agreement effective July 1, 1952. On March 8, 1958, Carrier abolished the three jobs at Rochester. Since then Carrier has permitted employes from other crafts, not covered by our agreement, to perform redcap duties.

We have handled this matter in the regular manner up to and including the highest designated officer of the Carrier. (See our Exhibits.)

POSITION OF EMPLOYEES: There is in effect an agreement between the parties bearing the effective date of July 1, 1952 from which the following Rules are quoted:

"Rule 1 — Scope.

These Rules shall govern the hours of service and working conditions of Station Red Cap Attendants or Red Cap Porters, hereinafter referred to as 'Red Caps'.

Rule 2 — Definition of Red Caps

(a) Red Caps are those whose primary duties are to carry luggage, packages and other articles to and from trains, parcel and

bered checks, which are designed in such manner that one portion is given the patron and the other portion is attached to the parcel. Each Red Cap is held accountable for the checks received by him and the patron is required to pay the published price for each parcel that is checked. This is provided for in a regular tariff published for Red Cap service. The patron's portion of the check includes a statement of liability of \$50.00 maximum for each parcel, with an additional charge for liability in excess of \$50.00. Red Caps are required to remit such fees as are collected. Carrier ceased to receive any revenue from the parcel checks with the discontinuance of Red Caps at Carrier's Rochester Passenger Station.

CONCLUSION: Carrier has shown that the claim of the employees is not properly before your Board and should be dismissed. Further, without prejudice to its position that the claim is invalid under the provisions of Rule 8(g) of the red caps' agreement, Carrier likewise holds that there is no provision in that agreement which guarantees to the employees covered thereby the exclusive right to handle luggage, packages and other articles to and from trains, etc.

Evidence and arguments presented herein have been made known to the Employees.

OPINION OF BOARD: The facts of record are not in dispute. As a result of a diminution in patronage of red cap service by the public at Rochester, New York, Carrier abolished all red cap positions in the passenger station at that point effective March 8, 1958. Carrier states, without refutation, that at many stations red caps never have been employed. Abolishment of such positions at Rochester simply places that station in the same category as other passenger stations at which no red caps are employed by the Carrier. Clearly the instant claim is without merit and 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 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
Secretary

Dated at Chicago, Illinois, this 20th day of November, 1962.