

Award No. 11061

Docket No. CL-10918

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

TEXARKANA UNION STATION TRUST

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

(1) That Carrier violated the Clerks' current Agreement when it failed to use Claimant for working the position of Assistant Custodian, Texarkana Union Station Trust, April 10 through 25, 1958, and June 4, 1958, and subsequent dates.

(2) That M. C. Ethridge be compensated for twelve days' pay, April 10 through 25, 1958, excluding Saturday and Sunday rest days, at the rate of pay of the Assistant Custodian position, and that he be further compensated for a day's pay at the rate of the Assistant Custodian position each day, five days per week, beginning with June 4, 1958, and continuing until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: This dispute covers two separate claims involving the same violation. For the sake of brevity, both claims are incorporated into one Submission.

Prior to the date of this claim, a position titled Assistant Custodian was established to work 7:00 A.M., to 4:00 P.M., Monday through Friday, with Saturday and Sunday rest days, and a Mr. J. R. Miller was employed and occupied the position until April 25, 1958, when he resigned. The principle duties performed by Mr. Miller, as we understand them to be, were servicing and minor repair work on the platform tractors, minor plumbing and electrical repair work, repairing platform trucks, supervise Janitor-Red Caps while working with them, and other routine custodian work. On Saturdays and Sundays, when Mr. Miller was observing his rest days, the work was required of, and performed by, various Janitor-Red Cap employees.

Claimant Ethridge is shown on the January 1, 1958 Seniority Roster with Group 2 seniority dating from March 23, 1951, and works as an extra Mail and Baggage Handler, while Mr. Miller is not shown on the roster and, therefore, held no seniority rights to the work.

he did make from what he would have made. I am sure you understand that, and mean for your claims to be so construed, but I think it needs to be made explicit, as you did not actually say it.

For the reasons indicated above, and in Docket CL-10466, the claims are respectfully declined.

Very truly yours,
(Signed) G. R. FRENCH
For Member, Board of Control

Mr. G. A. Alford
Terminal Trainmaster
Texarkana, Texas

Nothing further was heard from either claim, nor in regard to this case, until December 29, 1958, when the Carrier received a copy of a letter, dated December 22, 1958, from Mr. George M. Harrison, Grand President of the Brotherhood, to Mr. A. Ivan Tummon, Executive Secretary of your Board, stating that there was an unadjusted dispute over these claims, and that the Brotherhood intended to file an ex parte submission of it with your Board.

For the reasons set forth above, the Carrier respectfully requests the Board to dismiss or deny these claims in their entirety.

All known relevant argumentative facts and documentary evidence are included herein. All data in support of Carrier's position has been presented to the employees or duly authorized representatives thereof and made a part of the particular question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between the Grand Lodge Brotherhood of Railway and Steamship Clerks and the Texarkana Union Station Trust.

This dispute is the same as the dispute in Docket 10466 with the exception that it deals with the Assistant Custodian position established by the Carrier in 1950, with day time hours. However, we find from the record that the duties of the Assistant Custodian's job in this dispute are different from the night custodian's duties and that the duties of this position are apparently more of a mechanical nature than janitorial. Therefore, following the same line of reasoning as set down in Award 7374 we find that these duties are outside the Scope Rule of the Agreement and therefore the position is not covered by the Agreement.

For the foregoing reasons we find no 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of January, 1963.