



Award No. 18260
Docket No. CL-18582

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

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

NORTHERN PACIFIC RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6749) that:

1. The Carrier violated the provisions of the Clerks' Agreement, effective July 1, 1968, when it failed to call Oscar Grossman, Night Baggage man, Bismarck, North Dakota, and his successors, if any, to handle mail and baggage for Trains Nos. 2, 25 and 26 on Thursday, November 28, 1968 (Thanksgiving Day), and subsequent holidays up to September 1, 1969.

2. The Carrier now be required to compensate Oscar Grossman and his successors, if any, eight hours computed at time and one-half rate on November 28, 1968 and subsequent holidays up to September 1, 1969 when the occupant of the position of Night Baggage man was not permitted to perform the work attaching to his position on holidays.

EMPLOYEES' STATEMENT OF FACTS: At the time this claim arose, one position of Night Baggage man was maintained at Bismarck, North Dakota, which position was assigned to work from 10:00 P. M. to 7:00 A. M., Monday through Friday. Oscar Grossman was assigned to the position of Night Baggage man.

The primary duties assigned to the position of Night Baggage man consisted of handling mail and baggage to and from Trains Nos. 2, 25 and 26, checking and delivering baggage to patrons, and janitorial work in the freight and passenger station. The work assigned to the position of Night Baggage man extends over a period of seven days per week.

Prior to November 28, 1968, the Night Baggage man filled his assigned position on holidays. On Thursday, November 28, 1968 (Thanksgiving Day), Mr. Grossman was not used to fill his assigned position but telegraphers were used to perform the work attaching to the position of Night Baggage man. On holidays subsequent to November 28, 1968 up to September 1, 1969, the occupant of the position of Night Baggage man was not permitted to fill his assigned

Agreement could not be reached between the BRAC and the Carrier in disposition of this claim.

Enclosed as Carrier's Exhibit A is all correspondence concerning the handling of this claim on the property.
(Exhibits not reproduced.)

OPINION OF BOARD: The Petitioner alleges that Carrier violated the Agreement when it failed to call Claimant, or his successors, if any, to handle mail and baggage for Trains Nos. 2, 25 and 26 at Bismarck, North Dakota, on Thursday, November 28, 1968 (Thanksgiving Day) and subsequent holidays up to September 1, 1969.

The Carrier states that at Bismarck there is one baggageman's position assigned, occupied by Claimant, with duties of handling mail and baggage off Trains Nos. 2, 25 and 26, and the janitorial duties of keeping the Bismarck station clean; that the position is assigned to work 10:00 P. M. to 7:00 A. M., Monday through Friday, with Saturday and Sunday as rest days; that two telegraphers are assigned at Bismarck, one with hours 10:15 P. M. to 6:15 A. M., seven days per week; that telegraphers handle mail and baggage on and off Train No. 1 as well as assist the baggageman with handling of mail and baggage on Trains 2, 25 and 26; and that on holidays, because of light volume of work, the position of baggageman is not filled and the telegrapher who is on duty performing normal telegraph work handles all mail and baggage.

The Carrier contends that handling of mail and baggage is not the exclusive work of clerks.

The Petitioner contends that Claimant was entitled to be called under the Work on Unassigned Days Rule, Decision No. 2 of the Forty-Hour Week Committee and numerous Awards of this Division. It also contends that prior to November 28, 1968, the Carrier had called the regularly assigned employee to perform the work complained of on holidays.

It is well settled that a Carrier has the right to blank a position on a holiday, but where work of a position is to be performed on such holiday, then the regular employee who performs the work on other days of the week, has the right to perform such work on the holiday. In this case the record supports the conclusion that the regular employee was the occupant of the baggageman position.

The claim, which the record shows was terminated on December 5, 1969, will be sustained.

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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of November, 1970.