

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19340
Docket Number CL-17122

Robert M. O'Brien, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Southern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6250) that:

(a) Carrier violated the Clerks' Agreement when effective with the termination of assignments Friday, February 12 and Sunday, February 14, 1965, it abolished all five (5) of the Clerical positions in the ticket office at the passenger depot at Greenville, South Carolina, and in lieu thereof established four (4) newly created Clerk-Telegrapher positions in the ticket office at the passenger depot at Greenville, South Carolina, and transferred all of the clerical work to the new Clerk-Telegraphers, employees of another class and craft.

(b) The involved clerical work be restored to the Scope and operation of the Clerks' Agreement.

(c) Ticket Agent L. J. Crow, Ticket Clerk B. Buie, Account Clerk J. Q. Metcalfe and Relief Clerk H. M. Ross be compensated at their regular rates of pay (plus all subsequent wage increases) for February 15, 1965, and each work day thereafter until the Agreement violation is corrected.

OPINION OF BOARD: Prior to February 12, 1965, there were five ticket positions and four telegraphic positions at Greenville, South Carolina, the former covered by the Clerks' Agreement. On February 12 and 14, 1965 all the ticket positions were abolished and on February 15, 1965, the four telegraphic positions were abolished. And effective February 14, 1965, four new positions of Clerk-Telegrapher were established. Thereafter, all the duties assigned to clerical employees working in the ticket office were transferred to the four new positions.

It is the position of the Organization that Carrier's action was violative of the Clerks' Agreement, particularly the Scope Rule, Classification and Seniority Rules as the work in question was clerical in nature, therefore belonging exclusively to employees covered by the Clerks' Agreement.

The Carrier defends contending that the work in question is not reserved exclusively to Clerks; and that ticket selling and clerical work incident thereto may properly be performed by Telegraphers.

The Carrier's contentions are well taken. The Organization has failed to prove by probative evidence that the work in question has been reserved exclusively to Clerks. A decline in work caused Carrier to abolish the Clerks ticket selling positions. There was communications work to be performed which work belongs to Telegraphers. So when Carrier abolished the Clerks positions and transferred the work to the new Clerk-Telegrapher positions, it did not violate the applicable Agreement.

It is a long-established principle of this Board that the performance of clerical work by Telegraphers under circumstances such as here is not a violation of the Clerks' Agreement.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 14th day of July 1972.