

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21580
Docket Number CL-21439

William G. Caples, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employes
(
(Boston and Maine Corporation, Debtor

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8049) that:

1. Carrier violated Addendum #3, Article VIII, February 25, 1971 National Agreement, Mediation Agreement Case No. A8853, dated February 25, 1971, among others of the current working Rules Agreement, when it delegated clerical work to General Agent (Minor) H. Magown, Mystic Junction, Boston, Mass., covering August 8, 1974 and everyday thereafter until same is corrected.

2. Carrier shall compensate clerks John F. Fraine, Edward J. Fitzgerald, George T. French, Thomas J. Brooks and William P. McGarry, Mystic Junction, Boston, Mass., and all other claimants for one (1) day's pay (8 hours) for each and every day commencing August 8, 1974 and continuing until same is corrected. Rate of pay \$5.02 per hour.

Claims are as follows:

John F. Fraine - September 6, 9, 10, 11, 12, 13, 16, 17,
18, 19, 20 and 30, 1974

Edward J. Fitzgerald - August 8, 9, 15, 16, 22, 23, 29
and 30, 1974. October 3, 4, 17 and 18,
1974. November 7, 8, 14, 15, 21, 22
and 29, 1974. December 5, 6, 12 and 13,
1974.

William P. McGarry - August 20 and 21, 1974. September
24 and 25, 1974. October 1, 2, 8, 9, 22
and 23, 1974. November 5 and 6, 1974.
December 11, 1974.

Thomas J. Brooks - September 3, 4, 5, 9, 10, 11 and 12,
1974. October 7, 10, 11, 14, 15, 16,
21, 24 and 25, 1974. November 4, 11,
12, 13, 18, 19, 20, 25 and 26, 1974.
December 2, 3, 4, 9 and 10, 1974.

George T. French - November 27, 1974.

OPINION OF BOARD: The crux of the dispute in this case centers around the abolishment of a clerk's position at Carrier's Mystic Junction Office, Boston, Massachusetts, and the assignment of certain items of work from the abolished position to the General Agent (Minor) position at that same location.

Effective August 20, 1973, the parties to this dispute consummated an Agreement in which the work and seniority of clerks and telegraphers (including agents) was consolidated into one Rules Agreement in accordance with the provisions of Sections 1 and 2 of Article VIII of Mediation Agreement Case No. A-8853 dated February 25, 1971.

Subsequently, on August 1, 1974, as a result of certain force rearrangements in the Boston, Massachusetts area, the clerk's position referred to above was abolished, and some of the duties formerly performed by the abolished position were thereafter performed by the General Agent (Minor). The Subject of this claim, and petitioner's contentions before this Board, allege that the assignment of work from the abolished position to the general agent position was a violation of Addendum #3 to the Rules Agreement which is a reproduction of Article VIII of the February 25, 1971 National Agreement.

We have carefully reviewed the entire record in this case and can find no violation of any Rule or Agreement. Rule 1(f) of the applicable Agreement provides in pertinent part as follows:

"Rule 1. Scope - Employees Affected:

(f) When a position covered by this Agreement is abolished, the work previously assigned to such position which remains to be performed will be assigned in accordance with the following:

(1) To another position or other positions covered by this Agreement when such other position or other positions remain in existence, at the location where the work of the abolished position is to be performed."

The parties agree that the General Agent (Minor) is a position "covered by this Agreement." Therefore, the assignment of any work from the abolished position to the agent's position was, in fact, accomplished within the clear and unambiguous language of Rule 1(f)(1) quoted above.

In view of the foregoing we shall deny the claim as presented.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1977.