

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21791  
Docket Number CL-21809

James F. Searce, Referee

PARTIES TO DISPUTE: {Brotherhood of Railway, Airline and  
Steamship Clerks, Freight Handlers,  
Express and Station Employees  
{Elgin, Joliet and Eastern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
CL-8257, that:

1. The Carrier violated the Rules of the effective Clerks' Agreement when on July 16, 1975, it partially filled and partially blanked Position No. TR-551;
2. The Carrier shall now compensate furloughed Clerk Judy Reedy for eight (8) hours' pay at the pro rata rate of Position No. TR-551 due to its failure to afford her the opportunity to fill this vacancy.

OPINION OF BOARD: The question in this matter is whether or not the Carrier violated Rule 11 of the Agreement in effect when on July 16, 1975, it assigned certain work to a Stenographer (Position Number TR-533) in the absence of an Assistant File Clerk-Record Clerk (Position Number TR-551), instead of assigning such work to a furloughed Assistant File Clerk-Record Clerk, qualified and available for such work, or leaving such work not performed.

Pertinent provisions of Rule 11 (SHORT VACANCIES) are as follows:

- "(c) A position not necessary to continuous operation, i.e., any but a seven day position, may be blanked for a period not to exceed ten (10) calendar days in the absence of the regular incumbent except while he is on his vacation. If the position is blanked no one works it, if it is filled the position must be filled for the entire eight (8) hours that would have been worked by the regular incumbent. A position is blanked only when no one works it. It is not blanked when some of the duties of the position in question are performed."

Also germane are certain duties of Assistant File Clerk-Record Clerk (TR-551) and the whole of the duties of Stenographer No. 1 (TR-533) as follows:

Assistant File Clerk-Record Clerk

"...

Open and distribute incoming mail; also bundle outgoing mail. move mail from boxes on desks as required.

..." (duties include a variety of other tasks not at issue)

Stenographer No. 1

"Stenographer and Typist, General, including the transcribing from Dictaphone machine.

To maintain Tariff Department files.

Relief Switchboard Operator, as assigned."

The Carrier argues that it did blank the job; that the duties of opening, sorting and processing are performed variously throughout the system and the assignment in this case to a higher paid employee (as is the Stenographer No. 1) does not violate the blanking of the job.

We think not. In defining the roles for the Stenographer No. 1 and Assistant File Clerk-Record Clerk there was obviously reason to draw the lines of demarcation between functions attendant to those positions. Nothing in the Stenographer No. 1 duties can be construed to cover the mail processing functions; on the other hand, the Assistant File Clerk-Record Clerk's duties specifically include them. Rule 11 is unequivocal in reserving the functions of a position to that position. We find merit to the Organization's claim and Rule 11 makes clear that such duties would cover the entire eight-hour period. Thus, the Claimant's request for eight hours' pay is ordered.

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.

A W A R D

The claim is sustained as stated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

A. W. Paulsen  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of November 1977.