



CASE NO. 20
BU-4779

SPECIAL BOARD OF ADJUSTMENT NO. 306

THE ORDER OF RAILROAD TELEGRAPHERS

VS.

THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY

STATEMENT
OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on The New York, New Haven & Hartford Railroad that:

1. The prevailing Agreement between the parties was violated and continues to be violated when and because Carrier removed the work of preparing waybills and duties incident to the billing of freight at Pontiac, Rhode Island, from the Scope of the Agreement and from employees entitled to the work.
2. The Agreement was further violated when the Carrier improperly assigned to clerical forces at Providence, Rhode Island, the duties of preparing waybills, such employees not being under the coverage of the Telegraphers' Agreement.
3. The Carrier shall return to the agent at Pontiac and to the Scope of the Agreement at Pontiac agency the duty of preparing waybills and any other duties that should be performed at that point.
4. Mr. J. F. Sheridan, or Mr. J. Serpa, or such other extra employee or idle employee as may be available, shall be compensated the equivalent of one day's pay (eight hours) at the prevailing rate of the position of agent, Pontiac, each and every day until violative condition is corrected."

FINDINGS:

This claim is based upon the preparation of waybills for outbound Pontiac freight at a billing bureau at Providence. Such method of handling commenced in 1943. The employees contend that some of such billing has been performed by the agent at Pontiac during some subsequent periods of time, but a determination of that contention is not essential to decision.

The work involved is clerical work which is not the exclusive work of employees under the telegraphers agreement. There is no question that the carrier may provide clerical assistance to an agent for the performance of such work and it appears to be immaterial whether such assistance is provided at his station or elsewhere.

The assignment of this work to the billing bureau did not result from abolishment of the agent's position nor is there any evidence that such position was adversely affected thereby, so there is no violation of the agreement.

AWARD: Claim denied.

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/s/ Dudley E. Whiting
DUDLEY E. WHITING, REFEREE

/s/ Russell J. Woodman
RUSSELL J. WOODMAN, Employee Member

/s/ J. J. Gaherin
J. J. GAHERIN, Carrier Member

DATED: October 7, 1960.