

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Stations Employees that:

1. The Carrier violated the current Clerks' Agreement when it assigned work formerly performed by an employe coming under the scope of the agreement to an employe outside the scope and continues to violate the agreement by not assigning such work to an employe within the scope of the agreement.

2. That the clerical duties now assigned to the position of Draftsman in the office of Superintendent of Telegraph at St. Paul be assigned to employes coming within Scope Rule 1 of current agreement.

EMPLOYEES' STATEMENT OF FACTS: On October 1st, 1925, the date of the present agreement, the Scope Rule 1 shows one excepted position of Chief Clerk in the office of Assistant Superintendent of Telegraph. That exception was Chief Clerk at Spokane, Washington.

The office of Assistant Superintendent of Telegraph at St. Paul had no positions which were excepted from the application of the rules.

In 1927 the title of a routine clerical position in the office of Superintendent of Telegraph, which was recognized as coming within the scope of the agreement, was changed to that of Chief Clerk to the Assistant Superintendent of Telegraph, St. Paul, with no change in the duties to be performed. These duties were such as had been recognized for several years prior to this change and prior to the date of the rules' agreement as within its scope. When this change in title was made the Carrier classified the position as excepted.

In 1931 the office of Assistant Superintendent of Telegraph was abolished and the position of Chief Clerk to that officer was also abolished but the clerical duties still remain. Part of this work was assigned to a draftsman in the office of Superintendent of Telegraph. Draftsmen are now and always have been considered as outside the scope of the agreement.

With the increase in business, additional clerical duties have been assigned to the draftsman and the volume of the former duties have increased until at the present time the draftsman is performing approximately six hours and forty-five minutes of clerical work per day. All this clerical work was formerly performed by clerks in the office of Superintendent of Telegraph.

abolition of the title of Assistant Superintendent of Telegraph, governed the situation. Possibly it would have been as well, in view of the present claim, if the Carrier had done a little juggling with titles, as the Clerks' Organization seems to set very great store by the title of a position, but the Carrier saw no reason to do anything of the kind, as no scheduled employee, and no scheduled employee's work, was involved. In other words, the reduction in force was confined entirely to excepted and official positions.

As to the actual duties of such position of Draftsman, or Acting Chief Clerk, or whatever the position might be designated, such employee reports only to the Assistant Superintendent of Telegraph, and under such authority hires employees for construction work, authorizes transfers of such employees, makes requisitions for materials, and carries on correspondence in the name and with the authority of the Assistant Superintendent of Telegraph, all of which are normal and proper functions of a Chief Clerk. The only purely routine clerical work which it appears this man performs is the preparation of an annual report of cost of operation of trucks and motor cars, and an annual mileage statement for use in prorating costs of line maintainers' work, which work is performed only once a year.

The Board will, of course, appreciate that the Carrier has, in these cases, been particularly careful to avoid putting undue hardship on scheduled employees in order to favor excepted or unscheduled employees. As above shown, a personal stenographer for the Assistant Superintendent of Telegraph at Saint Paul has never been assigned, even though authorized by schedule rule, such work having been left for scheduled employees to perform. In the 1931 reduction, no excepted position work was thrust upon scheduled employees, nor were scheduled jobs abolished, but rather unscheduled or official positions were abolished, and such of their work as remained was picked up by similar unscheduled employees or officers.

The Employees have heretofore made considerable complaint as to the actual work performed by employees on either scheduled or unscheduled positions, and also as to the titles of such positions, making various claims that work of a scheduled employee could, under no circumstances, be performed by either an unscheduled employee nor by a scheduled employee under another title. In this case, however, they assert that certain work allocated by schedule to an excepted employee cannot be performed by another excepted employee under some other title. Certainly, if the Carrier is debarred from transferring scheduled work to an unscheduled employee, as this Board has heretofore ruled, it is under no obligation to assign unscheduled work to a scheduled employee. As a matter of fact, an employee having drafting skill is essential to the work of the Department, and such an employee is in no way under the Clerks' scope rule. If such employee also performs supervisory or personal and confidential clerical service specifically excepted from the scope rule, there is simply no ground for any grievance; who such excepted employee is, or just what excepted duties he performs, to put it very baldly, is just none of the employee's business, so long as scheduled work or positions is not interfered with, and no such interference is evident anywhere in this case. It is a known fact that neither of the two junior employees fomenting this claim are capable of performing any draftsman's work, so that the entire request on this Board, so far as the Employees are concerned, is one for the employment of two men to do one man's work, in order to so split up the duties as to enable one of them to qualify for a part of them.

OPINION OF BOARD: Based upon all of the facts and circumstances of this particular case, the Board is not disposed to disturb the action of the Carrier.

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 employes involved in this dispute are respectively carrier and employes 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 action of the carrier will not be disturbed.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of April, 1942.