

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: 1. Claim of System Committee of the Brotherhood that the Carrier violated and continues to violate the rules of the Clerks' Agreement when they rearranged the duties of the position of the Chief Tariff Clerk in the office of Freight Traffic Manager, St. Paul, Minn., and refused to bulletin the position.

2. Claim that the position now classified as Chief Tariff Clerk, here in dispute, shall now be classified, rated, bulletined and assigned in accordance with provisions of the agreement.

EMPLOYEES' STATEMENT OF FACTS: Prior to March 1st, 1932, the position of Chief Tariff Clerk had supervision over a number of other subordinate Tariff Clerks in the Freight Tariff Manager's office. On or about March 1st, 1932, the system in that department was changed and the duties of the different positions rearranged. The handling of tariff was allocated to the Chief Clerk and to several other desk heads, thus removing the supervisory duties which were previously assigned to this position and dividing the responsibilities with the other desk heads. The present incumbent, Mr. R. B. Snyder, is now assigned to the handling of tariffs, including those issued by Tariff Bureaus and other railroads. Other tariffs issued by the same Bureaus and railroads are assigned to other Tariff Clerks (Desk Heads) who are not classified as excepted employees.

The title of the position shown in the exceptions to the rules as Chief Tariff Clerk has been changed and is now known as Chief of Tariff Bureau.

POSITION OF EMPLOYEES: This dispute arises out of and involves the application of the following quoted rules of the Clerks' Agreement, omission being made of those portions of rules cited which do not bear directly on the case involved here:

"ARTICLE 1.—SCOPE.

"Rule 1. These rules shall govern the hours of service and working conditions of the following employees, subject to the exceptions noted below:

- "(1) Clerks.
 - (a) Clerical workers;
 - (b) Machine operators.

"EXCEPTIONS.

"(b) These rules shall not apply to the following excepted positions:

As stated above, all investigations of rate matters and publication, including the proper checking thereof, will be under the direct supervision of Mr. Snyder but I should like to have the distribution and mailing be treated as a part of our general mailing system and subject to your direct supervision.

Informal complaints, special docket applications and claims will be investigated and handled by individual clerks assigned to this work as agreed upon by you and Mr. Snyder, depending upon the situation from time to time. When assignment has been made to the individual clerk, you will please undertake the direct supervision of the subsequent handling, reporting to Mr. Anderson who will have charge of these matters as an ancillary part of the commerce work. We shall not call upon Mr. Snyder for supervisory work on these matters after the files have once been assigned to the individual clerks but want to keep him free for the primary supervision of all tariff matters."

It is the Position of the Carrier that such set-up is entirely in accord with any possible interpretation as to the nature of the position of Chief Tariff Clerk, and that the duties of such position are unquestionably those of a Chief Tariff Clerk. The Carrier might also add that this Representative of it has instructed that if, for any reason, the incumbent cannot successfully and efficiently handle such assignment, it will be necessary to relieve him thereof, and not to so share his assignment as to make it questionable as to his supervisory authority and services.

(7). As heretofore noted, this whole question of revision of the schedule as to excepted positions is now in mediation. The Carrier has carefully refrained from giving any official title to the position, and to thus give rise to any possibility of a charge of changing an excepted clerical position to an official one. However, the incumbent of this position is obliged, upon occasion, to represent this Carrier in conferences and meetings as its official representative, and there to act with representatives of other Carriers who do hold official titles and authority. The Carrier's opinion is that the position should be one designated as Chief of Tariff Bureau, rather than as Chief Tariff Clerk, which latter title is not sufficiently inclusive of the required duties. Merely to eliminate the position of Chief Tariff Clerk as an excepted clerical position can mean only a reduction in rate of pay for the incumbent, without advantage to anyone. The Carrier also submits that as long as the position of Chief Tariff Clerk is an excepted one, it is entirely proper for it to continue its fulfillment without negotiation or bulletin so long as it does not infringe upon any scheduled positions, and that paragraph two of the employees' claim is a duplication of, and an attempt to, circumvent mediation handling of the same issue. As such, its submission to and decision by this Board is improper.

(8). Under Section 6 of the Railway Labor Act, the Carrier is estopped from either changing, or negotiating a change in the schedule rule involved. The Employees apparently seek to secure an Award of this Board to require the Carrier to do something it is forbidden by law to do. Paragraph two of the claim can be considered by this Board only insofar as any allegations in Paragraph One are sustained, and as above shown, and technical infringements which may have occurred have already been corrected.

(9). The Carrier submits, therefore, that paragraph one of the claim has been made moot by the Carrier's own action, as the matter complained of has been fully corrected; and that such being the case, paragraph two of the claim must be denied.

OPINION OF BOARD: Based upon all the facts and circumstances of this particular case, the Board is not disposed to take any action other than to dismiss it.

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 case will be dismissed.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 21st day of May, 1942.