

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Francis B. Murphy, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

1. Carrier violated and continues to violate the Clerks' Rules Agreement when, effective Sunday, August 3, 1952, it failed to use Employee Zane Hudson, Clerk at Sheldon, Iowa, to perform the work regularly performed by him Monday through Friday, and in lieu thereof assigned that work to the Agent and/or Operator, an employee outside the scope and application of the Clerks' Rules Agreement.

2. Carrier shall compensate Employee Zane Hudson for five hours and twenty minutes (5'20") at the time and one-half rate of pay applicable to his position, No. 911; for Sunday, August 3, 1952, and each subsequent Sunday that the violation continued.

EMPLOYEES' STATEMENT OF FACTS: For many years the station forces at Sheldon, Iowa have included positions covered by the scope and application of the Clerks' Rules Agreement, and the records show that as far back as October 16, 1923 the positions then in effect at that station were a Clerk's position and a Helper's position. As a result of changes, the Helper's position was the only position remaining at Sheldon covered by the Clerks' Agreement and was reclassified as a clerical position, No. 911, on April 7, 1950 as shown by Clerks' Bulletin No. 66. Copy of that bulletin is attached as Employees' Exhibit "A".

The occupant of the position is Zane Hudson, clerical seniority date of January 16, 1946 and non-clerical date of July 1, 1944 in Seniority District No. 41. The position is assigned Monday through Friday with rest days of Saturday and Sunday. In addition to performing the clerical duties at Sheldon, the work of handling mail is assigned to and comprises part of the work of that position.

OPINION OF BOARD: It is undisputed that prior to August 3, 1952, the incumbent of Clerical Position 911 (Claimant's position) was given a call on Saturday and Sunday to assist the Agent in handling mail on Train No. 11, however, the reason for dispensing with Claimant's assistance was due to the substantial decrease in the volume of mail handled on Train No. 11. The Carrier describes this decrease as follows:

"* * * On October 1, 1951 Trains 11 and 22 were discontinued beyond Canton, S. D. and this change in operation eliminated considerable mail for Sioux Falls. The Post Office Department also established a number of star routes and the mail formerly handled on Train 11 was handled on the newly established star routes. These changes gradually resulted in a substantial decrease in the volume of mail handled at Sheldon. For instance, a decrease from approximately 11 (4-wheel) truck loads to approximately 2 (4-wheel) truck loads. Because of the large decrease in the volume of mail handled at Sheldon, the assistance of the clerk in connection with this work became no longer necessary on Sunday, therefore, effective August 3, 1952 the call to the clerk for that purpose was discontinued."

It is the Organization's contention that the discontinuance of this Sunday call constitutes a violation of the agreement which became effective September 1, 1949, and cite Rule 1 (Scope), Rule 28 (Work on Unassigned Days), Rule 32 (Overtime), Rule 34 (Notified or Called) and Rule 57 (Date Effective and Changes).

After reviewing the record and the evidence presented in this case we are unable to find sufficient reason for this Board to change its position in Award 8256, where this Division has practically this exact Claim before it for decision, and concluded that the Carrier did not violate the Agreement. Therefore, Claims 1 and 2 must be denied.

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 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 Carrier did not violate the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 6th day of July, 1959.