

Award No. 9400

Docket No. CL-8268

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

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

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

CASE NO. 1

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

(1) Carrier violated the Clerks' Agreement when on March 1, 1954 it abolished a regular position of Clerk, rate \$13.3960 per day, at Albert City, Iowa that theretofore had been established as a position and filled pursuant to rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of clerk to be performed by employees not embraced within the Scope Rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the clerical position at Albert City, Iowa shall be returned, assigned to and performed by the employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee M. A. Chamberlain, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to March 1, 1954.

CASE NO. 2

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

(1) Carrier violated the Clerks' Agreement when on March 1, 1954 it abolished a regular position of Clerk, rate \$13.3960 per day, at Sac City, Iowa, that theretofore had been established as a position and filled pursuant to rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of clerk to be performed by other than employees embraced within the Scope Rule of our Agreement, thus violating provisions thereof.

(2) That the work attached to the clerical position at Sac City, Iowa shall be returned, assigned to and performed by the employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee O. A. Owen, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to March 1, 1954.

CASE NO. 3

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

(1) Carrier violated the Clerks' Agreement when on March 1, 1954 it abolished a regular position of Clerk, rate \$13.516 per day, at Jefferson, Iowa, that theretofore had been established as a position and filled pursuant to rules of Clerks' Agreement, and by unilateral action transferred the work normally attached to the position of clerk to be performed by other than employees embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the clerical position at Jefferson, Iowa shall be returned, assigned to and performed by employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee P. F. Quinn, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to March 1, 1954.

CASE NO. 4

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

(1) Carrier violated the Clerks' Agreement when on March 16, 1954 it abolished a regular position of Clerk, rate \$13.3960 per day, at Rockwell City, Iowa, that theretofore had been established as a position and filled pursuant to rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of clerk to be performed by other than employees embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the clerical position at Rockwell City, Iowa shall be returned, assigned to and performed by the employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee H. G. Miller, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to March 16, 1954.

CASE NO. 5

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

(1) Carrier violated the Clerks' Agreement when on November 16, 1953 it abolished a regular position of Clerk, rate \$13.036 per day, at Chamberlain, S. D. that theretofore had been established as a position and filled pursuant to rules of Clerks' Agreement and by unilateral action transferred the work normally attached to the position of clerk to be performed by other

than employes embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the clerical position at Chamberlain, S. D. shall be returned, assigned to and performed by employes covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee D. E. Fuoss for any and all losses sustained retroactive to November 16, 1953.

CASE NO. 6

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

(1) Carrier violated the Clerks' Agreement when on June 15, 1953 it abolished a regular position of Clerk, rate \$12.95 per day, at Sisseton, South Dakota, that theretofore had been established as a position and filled pursuant to rules of Clerks' Agreement and by unilateral action transferred the work normally attached to the position of clerk to be performed by other than employes embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the clerical position at Sisseton, South Dakota shall be returned, assigned to and performed by the employes covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee M. B. Olson, occupant of the position at the time it was abolished for any and all losses sustained retroactive to June 15, 1953.

CASE NO. 7

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

(1) Carrier violated the Clerks' Agreement when on January 22, 1954 it abolished a regular position of Clerk, rate \$13.2760 per day, at Platteville, Wisconsin, that theretofore had been established as a position and filled pursuant to rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of clerk to be performed by other than employes embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the clerical position at Platteville, Wisc. shall be returned, assigned to and performed by the employes covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee E. W. Steinhoff, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to January 22, 1954.

CASE NO. 8

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

(1) Carrier violated the Clerks' Agreement when on January 29, 1954 it abolished a regular position of Clerk, rate \$13.3960 per day, at Oglesby,

Illinois, that theretofore had been established as a position and filled pursuant to rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of clerk to be performed by other than employees embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the clerical position at Oglesby, Ill. shall be returned, assigned to and performed by the employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee Verla Lee, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to January 29, 1954.

CASE NO. 9

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

(1) Carrier violated the Clerks' Agreement when on January 22, 1954 it abolished a regular position of Trucker, rate \$1.493 per hour at Mineral Point, Wisconsin, that theretofore had been established as a position and filled pursuant to rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of trucker to be performed by other than employees embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the trucker position at Mineral Point, Wisconsin shall be returned, assigned to and performed by employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee Albert J. Gleichauf, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to January 22, 1954.

CASE NO. 10

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

(1) Carrier violated the Clerks' Agreement when on January 22, 1954 it abolished a regular position of Station Helper, rate \$1.5530 per hour, at Darlington, Wisconsin, that theretofore had been established as a position pursuant to the rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of Station Helper to be performed by other than employees embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the Station Helper position at Darlington, Wisconsin shall be returned, assigned to and performed by the employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee E. M. Howard, occupant of the position at the time it was abolished, for any and all losses sustained retroactive to January 22, 1954.

CASE NO. 11

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

(1) Carrier violated the Clerks' Agreement when on March 1, 1954 it abolished a regular position of Station Helper, rate \$1.538 per hour, at Andover, South Dakota, that theretofore had been established as a position pursuant to rules of the Clerks' Agreement and by unilateral action transferred the work normally attached to the position of station helper to be performed by other than employees embraced within the scope rule of our Agreement, thus violating the provisions thereof.

(2) That the work attached to the station helper position at Andover, South Dakota shall be returned, assigned to and performed by employees covered by the Clerks' Agreement.

(3) Carrier shall be required to reimburse Employee W. H. Krieger, occupant of the position at the time it was abolished for any and all losses sustained retroactive to March 1, 1954.

CASE NO. 12

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

(1) Carrier violated and continues to violate the Clerks' Agreement when on November 19, 1952 it assigned the work of Trucker at Calmar, Iowa, regularly assigned to and performed by an employee covered by the Clerks' Agreement, to the Agent, an employee not covered by the Clerks' Agreement.

(2) That the work attached to the trucker position at Calmar, Iowa shall be returned, assigned to and performed by the employees covered by the Clerks' Agreement.

(3) Employee Addison Vick shall be compensated at the rate of baggage-man's Position #312 for each day the work of the trucker position was performed by those not covered by the Clerks' Rules Agreement during the period November 19, 1952 to December 15, 1952, and Employee Cletus Busch shall be compensated at the rate of Baggage-man Position #312 for each day that the work of the trucker position is performed by those not covered by the Clerks' Agreement from December 15, 1952 until this violation is corrected.

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 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;

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That hearing thereon has been held and concluded. Under date of April 28, 1960, the parties jointly advised the Secretary of the Third Division of their desire to withdraw this case from further consideration by the Division, which request is hereby granted.

AWARD

Case dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of May, 1960.