

Award No. 9459
Docket No. CL-7985

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

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

**THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY
COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated the provisions of the Clerks' Agreement:

a. When effective October 15, 1953, it nominally abolished the clerical position of Freight Clerk at Centerville, Iowa, and removed the clerical work comprised of the regular assigned duties of that position from under the Scope and operation of the Clerks' Agreement and utilized the Station Agent and the Night Telegrapher, employes of another class and craft, subject to the Agreement of another Craft, to perform said work in violation of the Clerk's Agreement; and

b. That the Carrier be directed by appropriate Board order to reimburse Claimant, Extra Board Clerk J. W. Griffith, when he was available and/or other available Extra Board Clerks assigned to the the Division Extra Board, for wage loss suffered due to the Carrier's action in violation of the Clerks' Agreement, until the violation of the agreement was removed concurrent with the restoration of the Freight Clerk position at Centerville, Iowa.

EMPLOYES' STATEMENT OF FACTS: September 3, 1953, Superintendent R. W. Anderson advised the Division Chairman that the Freight Clerk at Centerville would be abolished, as follows:

"CHICAGO, ROCK ISLAND & PACIFIC RAILWAY CO.

"Centerville, Iowa — Sept. 3, 1953

**"Title of position - Freight Clerk Incumbent - H. B. Forsmann
Station - Office**

Location - Centerville, Iowa - Freight Office - Monthly rate of pay - \$285.37

Assigned Hours - 7:30 A to 4:30 P Week - 5 days - Date to be abolished——

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: From the evidence presented by the parties we find that at the time the freight clerk's position at Centerville, Iowa was abolished on October 15, 1953, that the night operator, who comes under the telegraphers agreement, had telegraphers work to perform during his tour of duty; that twenty (20) minutes of the work of the abolished freight clerk's position was given to the night operator; that the agent was given ninety (90) minutes of the work of the abolished freight clerk's position; that the agent comes under the telegraphers agreement; that proper Notice was given to the Clerks Organization by the Carrier in conformance with the agreement before the freight clerk's position was abolished.

Many awards of this Board have said that a telegrapher with telegraphic duties to perform may properly perform clerical work, which is incidental to or in proximity to his telegraphic work to such an extent as to fill out the telegraphic assignment (Awards 4288, 4355, 4477, 4492, 4559 and 4998).

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 Employee involved in this dispute are respectively Carrier and Employee 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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois this 23rd day of June, 1960.