

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Frank J. Dugan, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated and continues to violate the Agreement when, at North Avenue Coach Yard, Atlanta, Georgia, effective June 23, 1956, it required Foremen not covered by the Agreement to perform clerical work on Saturdays and Sundays covered by the Clerks' Agreement and theretofore performed by Clerks fully covered by the Agreement.

(b) Mr. T. F. Davis, Clerk, holding seniority from May 18, 1919, his substitutes or successors, if any there be, shall be additionally compensated at rate of time and one-half each for Saturday and Sunday beginning June 23, 1956, and continuing until the violation is corrected.

NOTE: Reparation due employees to be determined by joint check of Carrier's payrolls and such other records that may be deemed necessary to establish proper claimant(s).

EMPLOYEES' STATEMENT OF FACTS: 1. Claimant, Mr. T. F. Davis occupies a position which, prior to September 1, 1949, was considered "necessary to the continuous operation of the Carrier" and worked seven days per week. After September 1, 1949, the two rest days of Claimant Davis' position (Sunday and Monday) were a part of Relief Assignment No. 3. (Employees' Exhibits "A" and "B"). Effective June 17, 1956, the rest days of Claimant Davis' position were changed to Saturday and Sunday and Relief Assignment No. 3 was "abolished." (Employees' Exhibits "C" and "D").

2. North Avenue Coach Yard is maintained for the purpose of repairing, cleaning and servicing passenger coaches and equipment assigned to trains serving Atlanta. There was no change in passenger trains into and out of Atlanta nor equipment used thereon. Neither was there any change in the number of shop employees worked at the facility nor in the method of work performance which eliminated clerical work. The only change which occurred was that the work assigned to Clerks was taken from them and required of Foremen.

clerical seniority and their names do not appear on the Atlanta Division 1957 clerical seniority list.

It has been shown that the claims are not supported by the Clerks' Agreement and should be denied in their entirety. Carrier respectfully requests that the Board so decide.

All pertinent facts and data used by the carrier in this dispute have been made known to the employe representatives.

OPINION OF BOARD: Prior to June 17, 1956 the Claimant worked as a clerk on Sunday and Monday at the North Avenue Coach Yard, Atlanta, Georgia. On June 17, 1956 the rest days of Claimant's position were changed to Saturday and Sunday and this relief assignment was abolished as part of a new plan, as Carrier alleges, whereby the clerks at the North Avenue Yard and the Pegram Shop, both nearby, could perform all exclusively clerical work on a five day Monday through Friday basis.

The issue here presented is whether foremen are now performing exclusive clerical work formerly done by a clerk on Saturday and Sunday at North Avenue Coach Yard before the position was abolished.

This Board has repeatedly held that the Carrier is within its rights in abolishing positions where the work has disappeared or substantially reduced in volume. The Board has also repeatedly held that the Carrier cannot discontinue or abolish positions and assign the duties thereof to employes not covered by the agreement. Award 736.

The Carrier contends that the clerk's position on Saturday and Sunday was abolished as part of a plan which set up new procedures whereby the clerks at the North Avenue Yard and Pegram Shop could perform all exclusively clerical work on a five day week basis. As part of this plan, the Carrier alleges it completely re-arranged the work, eliminating many reports, changing the procedure on others such as maintenance sheets thereby effecting such a complete reorganization of the work that the clerks now on duty five days a week at the North Avenue Yard and Pegram Shop can now do all exclusively clerical work on a regular five day week. The organization contends that the foremen are now making out time cards formerly done by clerks, and answering telephones which is the exclusive work of the clerks.

The Organization does not deny that a complete reorganization of clerical work was made at North Avenue Coach Yard and at nearby Pegram Shop and Inman Roundhouse. The nature of the disputed items was such that they had been performed by the foremen as an incident to their duties. This is demonstrated by the facts that the disputed work had been done by foremen on trucks when there was no assigned clerk on duty.

As to the dispute about time cards and money sheets when the positions were abolished it is clear that procedures had been drastically changed by the Carrier but this does not demonstrate that the Agreement was thereby violated. At that time the process whereby the time card was handled by a clerk and the time of each employe recorded in a book was eliminated. It is also clear that the Carrier ran into trouble when this change was made. Prior to the change the foreman had pencilled in notations about vacation, rest days and pay differentials on the time cards and later the clerks made the records permanent. After the change in procedures the foreman was required to stamp in on the time card such permanent data and further procedures by the clerks

were eliminated. The change in procedure from the use of a pencil to the use of a stamp is not significant. Nor does the fact that the foremen had been doing an inefficient job which was corrected by the prior procedure whereby the clerk corrected the card when he made the entry in the book from the time card change the situation. It was within the power of the Carrier to eliminate the corrective procedure and at the same time to require the foremen to do correctly what they had already been doing inefficiently.

Furthermore, the answering of telephones by the foremen and the work in connection therewith was an incident of their duties and not the exclusive work of the clerks. This is amply demonstrated by the fact that the foremen performed these duties when there was no assigned clerk on duty. Award 7175.

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;

This this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

The Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of September 1961.