

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 EMPLOYEES**

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated the Agreement when, at Atlanta, Georgia, effective June 18, 1956, it began to require Foremen, employees not covered by the Agreement, to perform work covered by the Agreement.

(b) The Carrier shall now compensate Mr. J. M. Summerlin, Clerk, his substitutes or successors, if any there be, an additional minimum "call" of two hours at rate of time and one-half each day beginning June 18, 1956, and continuing until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: 1. At the Carrier's Inman Roundhouse, Atlanta, Georgia, there is a clerical position which has historically, before September 1, 1949, been considered a seven-day position "necessary to the continuous operation of the Carrier". With adoption of the 40-Hour Week Agreement, the position became a "seven-day position" or a position which had been "filled seven days per week". (Rule 25 (d).

2. Effective with termination of assignment, Sunday, September 17, 1956, the relief assignment assigned to relieve the Roundhouse Clerk on his rest days of Sunday and Monday was "abolished". (Employees' Exhibit "A"). The position held five days per week by Clerk C. S. Caylor, which was relieved two days per week by the relief position held by Clerk Lanford, was also claimed to be "abolished." (Employees' Exhibit "A"). Copy of Vacancy Bulletin advertising a vacancy of Roundhouse Clerk is attached hereto and identified as Employees' Exhibit "B". A detailed description of the duties assigned to and required of the "abolished" position or positions, prepared by Mr. F. J. Lanford, is attached hereto and identified as Employees' Exhibit "C".

retired or relinquished their 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 September 17, 1956 one clerk was assigned to work five days a week at the Inman Roundhouse, Atlanta, Georgia. There was also a relief assignment to relieve the clerk on his rest days. On September 17, 1956 both positions were abolished as part of a new plan, as the 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 exclusively clerical work at the Inman Roundhouse formerly done by two clerks before their positions were 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 positions were abolished as part of a plan which set up new procedures whereby clerks at the North Avenue Yard and the Pegram Shop could now do all the exclusive clerical work on a five day basis. It points out of the fourteen items listed by the former holder of the position at the Inman Roundhouse seven were transferred to clerks at the North Avenue Yard and the Pegram Shop. The other three items, the Carrier maintains have always been performed by a foreman when a clerk was not on duty at the Roundhouse and, at other times, by both clerks and foremen.

The nature of the disputed items was such that they had been performed by foremen as an incident of their duties. This is demonstrated by the fact that the disputed work had been done by foremen prior to this dispute 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 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 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.