

Award No. 11037

Docket No. CL-10289

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert O. Boyd, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
THE DELAWARE AND HUDSON RAILROAD CORPORATION**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated and continues to violate the current Clerks' Agreement when effective at the close of the working day, April 29, 1955, it abolished Position No. 3, Stationery Stockman, and Position No. 4, Clerk—Office of Stationery Storekeeper at Colonie, while all of the duties thereof remained to be performed and further violated the said Clerks' Agreement by requiring other employes to suspend work on their regularly established positions without negotiating such reassignment of work and further violated the said Clerks' Agreement by assigning or permitting the occupant of a position fully excepted from the scope and application thereof to perform the work of the abolished positions, and that

(a) Positions No. 3 and No. 4 shall be promptly re-established and the last occupants restored to their respective positions without monetary loss, and that

(b) All employes who have suffered monetary loss through been displaced on account of this violation shall be full compensated, and that

(c) Each employe who has been required to suspend work on his or her regular assignment and otherwise assigned through unilateral action on that part of the carrier shall be allowed an additional day's pay at the pro rata rate of either their own assignment or the rate of the abolished position, whichever is the greater, and that

(d) The occupant of the position of Stores Inspector shall promptly discontinue performing any and all work properly within and under the scope and application of the current Clerks' Agreement, and that

(e) The Extra Man standing first-out on the Colonie Extra Board shall be allowed a day's pay for each day the Store In-

spector performs any scheduled work belonging to employes covered by the Rules Agreement.

EMPLOYEE'S STATEMENT OF FACTS: Prior to May 1, 1955 there existed in the Stationery Storeroom at Colonie Shops four positions consisting of the following:

Position No.	Title	Occupant	Monthly Rate
"P" 1	Stationery Storekeeper	E. Osborn	?
2	Multilith Operator	John McCassion	\$328.00
3	Stationery Stockman	E. J. Flanagan	318.46
4	Clerk	Bertha Chatfield	303.05

The position of Stationery Storekeeper (No. 1) was an "excepted position" and therefore the occupant thereof (Osborn) was not permitted to perform any work belonging to employes covered by the Rules Agreement. The duties and responsibilities of this position were to supervise the operation of the Stationery Storeroom and the employes working on Positions Nos. 2, 3, and 4. Position No. 2 (Multilith Operator) was regularly assigned to operate the Multilith Machine located at that point and also a Cutting Machine used for reducing the size of various paperstocks.

The duties and responsibilities of Position No. 3 (Stationery Stockman Flanagan) were as follows:

1. Handling stationery supplies (including receiving shipments of new supplies and filing same in storage bin) and preparing shipments of supplies to various points over the entire system in accordance with the requisitions received.
2. Preparation of bills of lading for each shipment.
3. Preparation of waybills to accompany each shipment.
4. Filing stationery requisitions.
5. Using telephone in connection with the above described work.

The duties and responsibilities of Position No. 4, Clerk Chatfield, were as follows:

1. Handle receiving sheets.
2. Maintain stock card records.
3. Type correspondence.
4. Type orders for material and supplies.
5. Filing.
6. Using telephone in connection with the above duties.

Prior to May 1, 1955 there also existed in the office of and under the immediate supervision of the Superintendent of Stores, at Colonie, among

OPINION OF BOARD: The dispute described herein by the submissions arose out of the reorganization by the Carrier of its Stores Department. In such reorganization the Carrier abolished in its Stationery Storeroom at Colonie Shops the position of Stationery Storekeeper, an excepted position under the agreement, and the positions of Clerk and Stationery Stockman. The work was absorbed by different employes remaining in the Stores Department.

The occupant of the position of Stationery Stockman, who was number 15 on the seniority list, exercised his displacement rights on a lower rated position, although higher rated positions were available to him. It is contended that his position was wrongfully abolished under the agreement and it is requested that he be compensated for the difference in pay between that of his former position and that of his position as Gate-man.

After a careful examination of the record we have concluded that the Organization has not established that the positions were erroneously abolished. The claim of E. J. Flanagan is therefore denied.

Insofar as the claims relate to an increase of duties and responsibilities for certain positions following the reorganization of the Stores Department we find that such claims are controlled by Rules 44 and 45 of the current agreement. The parties should proceed to conclude an agreement as contemplated by these rules.

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 Employes involved in this dispute are respectively Carrier and Employes 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

Claims disposed of as per the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1963.