Award No. 11494

Docket No. CL-10971

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

THE CENTRAL RAILROAD COMPANY OF NEW JERSEY

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

(a) Carrier violated Rule 1, 4, 9, 27(e) and related rules of the Clerk's Agreement when they improperly abolished Home Route Clerk (GO-4) position in the Car Accounting Division, Jersey City, N. J. effective May 10, 1958 and assigned work, remaining therefrom, to employes in another seniority district without negotiations, employes on lower rated positions and non-scope employes on and off the property of the Carrier, and

(b) Carrier be required to restore position GO-4 at the existing rate of $18.87 per day, and it's former duties, and

(c) Clerk E. Groves be compensated for loss of earnings affected by the improper abolishment from May 10, 1958, and

(d) Yard Clerks affected by Terminal Trainmaster's instructions (Exhibit "C") be compensated account additional duties and responsibilities placed upon their assignments.

EMPLOYES' STATEMENT OF FACTS: Car Accountant, H. G. Stewart, informed District Chairman Zone No. 1, E. A. Jeffrey, by letter dated May 1, 1958 of intention to abolish position GO-4 and the work therefrom to be ". . . redistributed between the remaining home route clerks and Car Movement Bureau." (Exhibit "B".)

On May 12, 1958, Terminal Trainmaster Metrovich issued instructions to all Yard Checkers, Order Clerks and Bridge Clerks in Zone 2 outlining the manner in which certain reports are to be handled by the yard force account abolishment of position in the Car Accountant's office. (Exhibit "C".)

In compliance with District Chairman Jeffrey's request regarding redistribution of duties from abolished position GO-4, Car Acountant Stewart

and such request was given full consideration by this Carrier, nothing could be found to justify any increase in rate.

In view of the above, Carrier has shown that the rules of the current agreement have not been violated and your Honorable Board is requested to deny this claim in its entirety.

The Carrier affirmatively states that all data contained herein has been presented to the Employes' representatives.

OPINION OF BOARD: On May 10, 1958, the Carrier abolished a position. The Petitioner contends that the Carrier assigned work remaining to employes in another seniority district and to other employes not covered by the Agreement. The work complained of is set forth below:

"Item 1.

Home routes from Allentown Yard, checking CNJ records and calling Philadelphia for Reading Company records (approximately 80% of the cars). Conservative estimate: approximately ¾ hours (45 minutes of CNJ work transferred to Reading Company employes; it was requested the work be returned to the Agreement positions.

"Item 2.

Reclaim Notices. Estimated that the Bridge Clerk performs a minimum of 20 minutes per day of this higher rated work. Requested negotiations in adjustment of rate of pay.

"Item 3.

Each diversion received required a minimum of two 'phone calls and letter of confirmation taking 15 or 20 minutes for each diversion.

"Item 7.

The reading of waybills, bad orders, no-bills and untagged cars, average of 55 minutes per day; three Yard Clerks required to compile prepared forms, furnishing copies to Superintendent Transportation and Car Movement Bureau; on occasion the total time spent by the three checkers was as high as 2 hours; in addition, writing up per diem charges on box cars for B&O pier loading averages 15 to 20 minutes on Tuesdays to Fridays, and 30 to 40 minutes on Saturdays, Sundays and Mondays. Also, after 5:00 P. M. Monday to Friday and after 4:00 P. M. Saturday and Sunday, home route information is not available to the clerks in the Jersey City Yard, and causes these clerks to determine the cars to be removed from the trains and re-handling later when they are able to secure the home routes. This is another instance where higher rated work is required to be done on lower rated positions and a negotiated adjustment in rates of pay was requested on the three positions.

Item 9.

B&O Night Order required about one (1) hour's work daily, being done by clerk-typist; it was agreed this work would be kept on this position and that 15¢ per day increase would be recommended. This recommendation was never made."

We find that the work was eliminated rather than transferred. The work of the position was the relaying of information. After the position was abolished the information was sent directly to the office concerned instead of it being sent to the occupant of the abolished position. This Board has previously held that such action does not violate the Agreement. (See Award 2449.)

For the foregoing reasons, we find the Agreement was not violated.

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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of June 1963.