

Award No. 11608
Docket No. CL-11175

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, 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 the Agreement between the Parties when, at East St. Louis, Illinois, it created, on February 20, 1958, a position titled "General Clerk" and assigned to such position the duties of outside checking of yards or tracks, combined with office or inside work in the local freight office and,

(b) Claimant R. T. Harris, his substitutes or successors, shall be compensated for loss he or they have suffered or may suffer; and Claimant C. Winans, his substitutes or successors, shall be compensated the difference between what he or they have or may earn and what they would have earned had the Agreement not been so violated. Claim to be effective sixty (60) days prior to April 2, 1958, and shall continue until the violation shall have been corrected.

EMPLOYES' STATEMENT OF FACTS:

1. At East St. Louis, Illinois, outside Yard Clerk checking duties and inside Agency clerical work have traditionally and historically been assigned to separate and distinct positions, and no position has been assigned to perform a combination of such duties.

2. On December 17 or 18, 1957, the Employees' Local Committee at East St. Louis conferred with Mr. J. R. Goodman, Superintendent of Terminals, and Mr. Scott, Local Freight Agent, in regard to a contemplated change in the duties of the position regularly assigned to Clerk Lawrence M. Gibson. Mr. Gibson's position was that of Yard Clerk, Sixth Street Yard. The duties of the position consisted entirely of outside Yard Clerk duties, as had been traditionally and historically true of Yard Clerk positions at East St. Louis. In the conference, it was brought out that the Carrier was considering a change in the duties assigned to the position of Yard Clerk held by Clerk Gibson, such change being the assignment of inside Agency work with which Clerk Gibson was not familiar.

There are many points or locations on Southern Railway System where clerks are required by bulletin to perform both agency and yard work. At some of these points, considerable distance must be traveled by the clerks in the performance of the agency and yard work. Carrier calls the Board's attention to the fact that in this case, Sixth Street yard (a small city yard) is nearer the freight agency than any of carrier's facilities, being located but three blocks away, as shown in carrier's Exhibit "A". Certainly, it cannot be shown that there is any rule or provision in the effective Clerks' Agreement that prohibits carrier from making the changes here involved.

By examining the bulletined preponderating duties of the abolished general utility clerk position at the freight agency, it will be observed that the occupant was assigned to assist other clerks, and to relieve bill clerks at Coapman Yard when necessary. The preponderating duties listed in the bulletin covering the abolished Sixth Street yard clerk position included work to be performed at several locations, some of which are farther from Sixth Street Yard than the local freight agency. Thus, it is evident that neither of the abolished positions were confined solely to work at one location. Further, the bulletined duties of the newly established position of general clerk include work necessary to be performed at Sixth Street Yard plus related work necessary to be performed three blocks away at the freight agency.

Claimants Harris and Winans, who were displaced by senior clerks in the run-down of displacements, were entitled to exercise their seniority within thirty days by displacing junior clerks occupying positions within the seniority district, as provided in Rule 21. Mr. Harris accordingly displaced on a regularly assigned relief position, while Mr. Winans chose to remain at East St. Louis and protect vacation vacancies and other extra work at the yard and agency. Carrier calls the Board's attention to the fact that Mr. Winans could have displaced a junior clerk at Belleville, Ill., which is just east of East St. Louis, had he elected to do so within the prescribed thirty-day period. On June 5, 1959, Mr. Winans was assigned to a train and connection clerk position at East St. Louis. Therefore, it is apparent that Claimants Harris and Winans are not entitled to any additional compensation whatever.

Carrier has shown that (1) the Group 1 clerical positions here involved were located in the same seniority district, (2) the occupants of such positions were carried on the same seniority roster and were engaged in the performance of a similar kind or class of work, (3) there is no provision in the Clerks' Agreement restricting the inclusion of both agency and yard clerical work in the preponderating duties of bulletined positions, (4) clerks at other points or locations on the System have for many years been required to perform both agency and yard work, and (5) Claimants Harris and Winans were merely displaced by senior clerks in the run-down of the resulting displacements, and are therefore not entitled to any additional compensation.

For the reasons stated herein, the claim is clearly not supported by any rule or provision of the Clerks' Agreement and should be denied in its entirety. Carrier respectfully requests that the Board so decide.

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

(Exhibits not reproduced.)

OPINION OF BOARD: On February 17, 1958, the Carrier abolished two positions of General Utility Clerk and Sixth Street Yard Clerk at East St. Louis, Illinois. On February 20 it established the position of General Clerk

with both "inside" and "outside" duties assigned, and carrying the higher rate of the two positions abolished. As a result of these changes, Claimants were displaced.

The record shows that in effecting the abolishment and consolidating the duties in one position, the Carrier fully complied with Rule 16 — Filling Vacancies Under Seniority Rules; Rules 20 — Abolishing Position; Rule 21 — Reducing Forces and Exercising Seniority; and Rule 46 — Preservation of Rates and Employment. There is no schedule rule which bars Carrier from assigning both "inside" and "outside" duties to a clerical position.

Accordingly, the Board finds that the claim lacks rule support. It will, therefore, be denied.

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 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 12th day of July 1963.