

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**
THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-4823) that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly Rule 3-C-2, when it abolished a position of Store Attendant, Symbol No. CC-2023, rate of pay \$2.132 an hour, located at the Oil House, Conway Enginehouse, Conway, Pennsylvania, Pittsburgh Region, incumbent V. Guandola, effective July 14, 1958.

(b) The position should be restored in order to terminate this claim and that V. Guandola and all other employees affected by the abolishment of this position should be restored to their former status (including vacations) and be compensated for any monetary loss sustained by working at a lesser rate of pay; be compensated for any loss sustained under Rule 4-A-1 and Rule 4-C-1; be compensated in accordance with Rule 4-A-2 (a) and (b) for work performed on Holidays, or for Holiday pay lost, or on the rest days of their former position; be compensated in accordance with Rule 4-A-3 if their working days were reduced below the guarantee provided in this rule; be compensated in accordance with Rule 4-A-6 for all work performed in between the tour of duty of their former position; be reimbursed for all expenses sustained in accordance with Rule 4-G-1 (b); that the total monetary loss sustained, including expenses, under this claim be ascertained jointly by the parties at time of settlement (Award 7287).
(Docket 597)

EMPLOYEES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees as the representatives of the class or craft of employees in which the Claimants in this case held a position and the Pennsylvania Railroad Company—hereinafter referred to as the Brotherhood and the Carrier, respectively.

CONCLUSION

The Carrier has shown that none of the duties of the abolished Store Attendant position in question were assigned to other than clerical employees; and, furthermore, even if it were improperly considered that the procural of supplies by the enginehouse forces on third trick comprised work previously assigned to said position, such work properly could be performed by the enginehouse forces in accordance with Rule 3-C-2. The Employees' claim, therefore, is totally without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claimants held the position of store attendant, symbol No. CC-2023, at the Oil House at Conway Enginehouse, Conway, Pennsylvania. The tour of duty for the Claimant was 11:00 P. M. to 7:00 A. M. The position required the Claimant to distribute supplies to mechanics and keep inventory records. On July 13, 1958, the position was abolished and mechanics were required to draw their own supplies and materials as needed. All record keeping was transferred to the first trick store attendant.

It was the contention of the Claimants that Rule 3-C-2 of the Agreement was violated when mechanics entered the Oil House and obtained materials necessary to repair engines, and thus deprived store room employees from performing work that rightfully belongs to them.

It was the contention of the Carrier that with the reduction in the size of the Engine repair force the distribution of supplies and record keeping was abolished on the third trick. Also what work remained to be performed in the store room coming within the Clerks' Agreement was transferred to the first trick store attendant. The Carrier also contended that a using mechanic may secure materials from the Oil House, as this work does not belong to the clerks exclusively. Thus Rule 3-C-2 was not violated.

The question to be decided is:

Did the Carrier violate Rule 3-C-2 of the current Clerks' Agreement when it permitted mechanics to draw their own supplies from the store room?

This Board is of the opinion that the facts and circumstances of this dispute have been determined in Award 10894 and 12341.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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

Claim denied according to Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois this 21st day of May 1964.