

Award No. 13332

Docket No. CL-13436

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

CLINCHFIELD RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5192) that:

(a) The Carrier violated the Agreement when, effective March 30, 1959, it refused to assign Claimant John W. Ingram to the position of Clerk, Office of Chief Engineer.

(b) Claimant John W. Ingram shall be assigned to the position of Clerk, Office of Chief Engineer, and compensated for all loss sustained by reason of Carrier's failure to so assign him. Claim to be effective March 30, 1959 and continue until Claimant is assigned to the position.

EMPLOYEES' STATEMENT OF FACTS:

1. In the Office of the Carrier's Chief Engineer, Erwin, Tennessee, there has been, for many years, a Clerk position the duties of which primarily required a working knowledge of material and labor distribution of track, bridge and buildings, signal communications and equipment, stock, personal injury, cost and monthly reports. The occupant of the position prepared and typed bills, and billed materials and invoices. Prior to 1955 the position was held for about thirty years by J. C. Monk, who did not use shorthand, but conducted the correspondence of the department by typing letters from long-hand notes made by the Supervisors in the Department.

2. When the position was bulletined in 1955 "taking dictation" was added to the description of duties. The position was assigned to Mr. W. E. Little, who was qualified to take and transcribe shorthand. The position was next bulletined on July 24, 1957, carrying the shorthand requirement, and was awarded to Mr. J. R. Lukianoff, who could not write shorthand and who held the position until July 21, 1958, on which date he was displaced by Mr. G. J. Westall, to whom a displacement right had accrued. At the time Mr. Westall exercised seniority to the position no mention was made of the shorthand requirement, but about one month thereafter the Chief Engineer wrote him a letter stating that he would be required to learn to take dictation. Mr. Westall did not begin to learn shorthand and, as a result, was notified by

OPINION OF BOARD: This case involves the same parties, Agreement and issue as in Award No. 13331. For the reasons stated in that Award, we will deny the Claim.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of February 1965.