

Award No. 14165
Docket No. CL-14112

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

KANSAS CITY TERMINAL RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5351) that:

(a) The Carrier violated the rules of the current Agreement between the parties when it abolished a position of Clerk, Seniority Class One, and a position of Train Announcer, Seniority Class Two, and created a composite position of Clerk-Announcer, and;

(b) The following named employees be compensated at the rate of the abolished clerical position for each day or days of the week listed opposite their respective names, beginning on Thursday, June 28, 1962, and continuing on each day thereafter until the violation described above is corrected:

A. L. Sherrell.....	Thursdays
Wm. Sullivan.....	Fridays
J. R. Sharp.....	Saturdays
R. R. Doane.....	Sundays and Mondays
Thos. Stuart.....	Tuesdays and Wednesdays

EMPLOYES' STATEMENT OF FACTS: On June 19, 1962, the Carrier posted Passenger Department Bulletin CL-734 advertising a position carrying the title Clerk-Announcer as per Employees' Exhibit No. 1 attached. On June 27, 1962, the Carrier issued its assignment bulletin CL-734 awarding the Clerk-Announcer position to L. M. Fraker effective June 28, 1962, as per Employees' Exhibit No. 2. On the same date, June 27, 1962, the Carrier issued two additional bulletins announcing the abolition of a Clerk position, incumbent L. M. Fraker, and a Train Announcer position, incumbent Wm. A. Sullivan, as per attached Employees' Exhibits 3 and 4.

Simply stated, the effect of the action directed and accomplished as detailed in the paragraph immediately above was to abolish a position of Clerk

In progressing this claim on the property, the Organization representatives did not offer any evidence that claimants suffered any loss. They argued that the mere violation entitles claimants to the relief requested.

It is this Carrier's position that your Board does not have jurisdiction to make such a monetary award. In support of this position your attention is called to the decision by Referee Dorsey in Third Division Award 10963.

Based on all the foregoing it is Carrier's position that there was no violation of the agreement when it arranged to have the clerk do the small amount of announcing that now remains on the day shift, and claim of the Organization should be denied.

OPINION OF BOARD: Prior to the events which precipitated this claim a class one Clerk position and a class two Train Announcer position were maintained on the first shift in the Station Master's office, which is part of Carrier's Passenger Department. Each position was a seven-day position filled by a relief employe from the class two roster.

In June 1962 the Carrier bulletined a Clerk-Announcer position to replace the separate positions of Clerk and Train Announcer. These separate positions were abolished effective June 28, 1962, coincident with assignment of the successful bidder to the Clerk-Announcer position. L. M. Fraker, the former incumbent of the class one Clerk position, was the successful applicant for the Clerk-Announcer position. The rate for the new position was set at \$19.8744 per day — which was the higher of the rates of the two abolished positions. (The Train Announcer position carried a higher rate than the Clerk position.) The former incumbent of the Train Announcer position, W. A. Sullivan, displaced on a regular Gateman position paying the same rate he had previously enjoyed. Due to retirements and vacant positions, no employe was furloughed or displaced as a result of the abolishment of the Train Announcer position. A Train Announcer position continued to be maintained in the Station Master's office on the second shift. There was no second shift Clerk position in this office.

The Carrier states that because of reduction in passenger service, a change in tag accounting procedure, and a general reduction in work, the duties of the first shift Clerk and Train Announcer positions had declined to the point where the Clerk had approximately five hours of work and the Train Announcer had only three hours of work each day — and thus the necessity for two full time positions no longer existed. Carrier states the duties of the newly established class one Clerk-Announcer position consist of five hours of clerical work and three hours of announcer work. The Petitioner challenges this Carrier estimate but offers no contrary evidence. It is undisputed, however, that the announcer duties are performed at various times during the shift, and thus cannot be completed within a three-hour span of time.

There are separate seniority rosters for class one and class two employes in the Passenger Department. Employes Fraker and Sullivan, the former incumbents of the first shift Clerk and Train Announcer positions, were included on both of these seniority rosters. The Petitioner contends that the consolidation of work performed independently by positions in two seniority classes may be done only through negotiation, and that Carrier's unilateral action in this respect was in violation of the Agreement.

The Scope Rule of the Agreement (Rule 1) lists four seniority classes in the Passenger Department and sets forth job titles in each class. Thus Clerical Workers, Information Clerks, etc. are listed in class one. Seniority class two consists of Usher Captains and Gatemen. The Train Announcer title has been regarded as being in class two, although not expressly listed in the rule, because trains were announced by Gatemen prior to the introduction of a public address system. The Agreement does not contain job descriptions for any of the listed job titles, however.

Under the circumstances, we do not think the Agreement was violated by the consolidation of the work of the subject Clerk and Train Announcer position into a single class one Clerk-Announcer position. There is no showing that Carrier undertook this action for the purpose of subverting the seniority status of any employe and, as we have seen, no employe suffered loss of employment or pay. We are satisfied from the record that the clerical and announcing work on the first shift had declined to the point that the combined work constituted the equivalent of only one full time position. There is no Agreement provision which bars the assignment of announcing duties to a class one Clerk position. We also note that the question of transferring work from one seniority district (or department) to another is not involved in this case.

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.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of February 1966.