



Award Number 17625

Docket Number CL-18232

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Gladden, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE & STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS & STATION
EMPLOYEES**

GRAND TRUNK WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6577) that:

1. The Carrier violated the Clerks' Agreement at Battle Creek, Michigan, when on March 1, 1968, it arbitrarily and unilaterally transferred certain clerical work from Seniority District No. 2 to Seniority Districts Nos. 1 and 4 without conference and agreement with the organization.
2. The Carrier shall be required to compensate G. E. Latta and D. Miller for two (2) hours' pay at the time and one-half rate of the positions to which assigned for March 1, 1968, and each subsequent day until such time as the violation has been corrected by the return of the work to the seniority district from which removed.

EMPLOYEES' STATEMENT OF FACTS: The facts in this case are not in dispute. At the time of this dispute Claimant Latta was the regular occupant of Chief Clerk position and Claimant Miller was the regular occupant of the Stenographer-Clerk's position in the Local Freight Office, Seniority District No. 2, Battle Creek, Michigan. Under date of February 20, 1968, the General Superintendent Equipment posted Bulletin No. 2 transferring work consisting of the handling of Staff Forms, related correspondence, pay-rolls and budget from Local Freight Office Seniority District No. 2 to General Superintendent Equipment Office Seniority District No. 4 (Employees' Exhibit No. 1). Under date of February 20, 1968, the General Superintendent Equipment posted Bulletin No. 3 transferring work of Typing of Material Requisitions for Cleaning Track Supplies from Local Freight Office Seniority District No. 2 to Car Department Office Seniority District No. 1 (Employees' Exhibit No. 2). Prior to March 1, 1968 aforementioned work listed in Bulletins Nos. 2 and 3 was a part of the regular work assignment on the Positions of Chief Clerk and Stenographer-Clerk in the Local Freight Office Seniority District No. 2, Battle Creek, Michigan.

Claim was filed with the General Superintendent Equipment (Employees' Exhibit No. 3) on behalf of Claimants by the General Chairman. Claim was declined by the General Superintendent Equipment (Employees' Exhibit No. 4). Appeal was filed by the General Chairman with Mr. J. W. Demcoe, Vice President and General Manager (Employees' Exhibit No. 5). Mr. Demcoe de-

ment under the terms of Article III, Section 1 of the February 7, 1965 Agreement, and that such action on the part of the Carrier was not a violation of Rules 3, 6, and 79 of the Clerks' Working Agreement.

I cannot agree with your decision in this case. It is my intention to file this dispute with the Third Division of the National Railroad Adjustment Board as well as the Disputes Committee created under Article VII of the February 7, 1965 Agreement.

Yours very truly,

/s/ JAMES E. DARLING

General Chairman"

Copies of the January 15, 1955 Working Agreement in effect between this Carrier and the Brotherhood of Railway, Airline and Steamship Clerks, are on file with the Third Division.

OPINION OF BOARD: While it is suggested that Rules 3, 6, and 79 of the agreement of the parties were violated, it appears from the record that the primary contention on the property was that Section 1, of Article III of the February 7, 1965 agreement was violated by the Carrier.

The Carrier urges dismissal of this claim and bases its contention on Section 1, of Article VII of the February 7, 1965 Agreement, the pertinent parts of which reads as follows:

"Section 1—

Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers' Conference Committees signatory to this agreement, two members of the Employees' National Conference Committee signatory to this agreement, and a referee to be selected as hereinafter provided . . . Decisions so arrived at shall be final and binding upon the parties to the dispute."

This Board has held that when the determination of a dispute is dependent upon the interpretation or application of the February 7, 1965 Agreement that procedures established and accepted by the parties themselves for resolving disputes under that Agreement should be respected. (see Awards 17504, 16924, 16869, and 14979)

It appears from the record that the alleged violations of Rules 3, 6, and 79, are dependent upon construction and application of Article III of the February 7, 1965 agreement.

The claim, accordingly, shall be dismissed without prejudice.

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 claim should be dismissed without prejudice.

A W A R D

Claim dismissed without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of December 1969.