

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23558
Docket Number CL-23791

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: (**Brotherhood of Railway, Airline and Steamship Clerks,**
(**Freight Handlers, Express and Station Employees**
(**Pittsburgh and Lake Erie Railroad Company**

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (GL-9297)
that:

(a) **Carrier** violated the Clerical Rules Agreement effective September 1, 1946, as amended, particularly Rule 1 (Scope).

(b) Carrier permitted and **allowed** Diesel Shop Foreman, **Mr. F. C. Rauschart, Jr.** and **Mr. R. Heister** to perform clerical duties **normally** performed and assigned to the third (3rd) trick clerk such as **the** making out of AM (Morning) Report and giving the engine lineups to the Chief Dispatcher, Crew Dispatcher and Yard Offices and other duties assigned to the clerks.

(c) The claimant **Mr. J. W. Mogan** be compensated for one (1) day's pay for each of the following dates:

July 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, 1978;

August 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, 1978.

OPINION OF BOARD: The Organization filed the instant claim alleging that Carrier had permitted Diesel Shop **Foreman** **Rauschart** and **Heister** to perform work normally performed and assigned to the third **trick clerk**. **The Organization requests compensation for Claimant J. W. Morgan of 46 days' pay at the pro rata rate.**

Carrier, on the other hand, alleges that the work of nuking out the **morning** report and giving engine line ups to the Chief Dispatcher, Crew Dispatchers, and Yard Officers is not work exclusively reserved to clerks and, further, that a **special** letter agreement of July 26, 1978, clearly covers the work **in question**. It was **understood** by the parties that the **clerks** on duty would work under the supervision of the General Foreman and in conjunction with the Assistant General Foreman **on** duty. Carrier also contends that the specific task performed by the Foreman that is challenged in this grievance was discussed during the conferences that led to the July 26 **Agreement**. It was agreed the Assistant **Foreman** could, if need be, perform these tasks.

This Board has carefully reviewed the record of this case and it is the Board's opinion that the **duties performed** by the Carrier supervisory personnel named in this grievance were not in violation of the Schedule Agreement and that the **claim** dates specified were covered by the July 26, 1978, agreement.

This Board finds no valid basis for this 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 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.

A W A R D

Claim **denied**.

NATIONAL RAILROAD **ADJUSTMENT** BOARD
By **Order** of Third **Division**

ATTEST: **Acting Executive Secretary**
National Railroad Adjustment Board

By


Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of March 1982.

