

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23558
Docket Number CL-23791

Rodney E. Dennis, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employes

PARTIES TO DISPUTE: (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 making 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 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 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
Rosemarie Brasch - Administrative Assistant

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

