

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 37734
Docket No. CL-37290
06-3-02-3-303

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(Duluth, Missabe and Iron Range Railway Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Organization (GL-12881)
that:

DMIR-137 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Tuesday, February 20, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at Iron Junction and delivering it to the Engineering Department offices at Proctor.
2. Carrier shall now be required to compensate the senior available extra or unassigned clerical employee without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the position, whichever is higher, for Tuesday, February 20, 2001 which he would have received had he been allowed to perform the above mentioned work.

DMIR-139 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Friday, February 16, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at the Two Harbors Track Department, driving to Biwabik, picking up the mail at Biwabik and delivering the mail from both places back to the Engineering Department offices at Proctor.
2. Carrier shall now be required to compensate the senior available extra or unassigned clerical employee without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the Mail Carrier position or the rate of his regular assigned position, whichever is higher, for Friday, February 16, 2001 which he would have received had he been allowed to perform the above mentioned work.

DMIR-159 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Monday, March 12, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at Keenan, Minnesota and delivering it to the Transportation Department offices at Proctor.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the

punitive rate of the Mail Carrier position or the rate of his regular assigned position, whichever is higher, for Monday, March 12, 2001 which he would have received had he been allowed to perform the above mentioned work.

DMIR-160 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Thursday, March 15, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at Keenan, Minnesota and delivering it to the Transportation Department offices at Proctor.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the Mail Carrier position or the rate of his regular assigned position, whichever is higher, for Thursday, March 15, 2001 which he would have received had he been allowed to perform the above mentioned work.

DMIR-16 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Friday, March 16, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at Keenan, Minnesota and delivering it to the Transportation Department offices at Proctor.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee

without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the Mail Carrier position or the rate of his regular assigned position, whichever is higher, for Friday, March 16, 2001 which he would have received had he been allowed to perform the above mentioned work.

DMIR-162 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Monday, April 2, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at Keenan, Minnesota and delivering it to the Transportation Department offices at Proctor.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the Mail Carrier position or the rate of his regular assigned position, whichever is higher, for Monday, April 2, 2001 which he would have received had he been allowed to perform the above mentioned work.

DMIR-163 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Friday, March 30, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at Keenan, Minnesota

and delivering it to the Engineering Department offices at Proctor.

2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the Mail Carrier position or the rate of his regular assigned position, whichever is higher, for Friday, March 30, 2001 which he would have received had he been allowed to perform the above mentioned work.

DMIR-164 – STATEMENT OF CLAIM:

1. Carrier violated the TCU Clerical Employees Agreement on Thursday, July 19, 2001, when it required and/or permitted a person, not covered by the Clerical Employees Agreement to perform the work of picking up the mail at the Two Harbors, Minnesota and delivering it to the General Superintendent's office at Proctor.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work from the week, eight (8) hours pay at the pro rata rate of the Mail Carrier position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the Mail Carrier position or the rate of his regular assigned position, whichever is higher, for Thursday, July 19, 2001 which he would have received had he been allowed to perform the above mentioned work."

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Subsequent to the hearing concerning these claims, the parties notified the Board that they had mutually agreed to withdraw the instant claims. Accordingly, without comment upon the merits, the Board finds that the above-cited claims must be dismissed as moot.

AWARD

Claim dismissed.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 23rd day of February 2006.