

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

Paul Samuel, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

DISPUTE.—"Claim of J. C. Waller, former caller, Lawrenceville, Virginia, for restoration of position of caller at that point with pay for time lost."

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

The carrier and the employee 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.

The parties to said dispute were given due notice of hearing thereon.

The case being deadlocked, Paul Samuel was called in as Referee to sit with this Division.

The parties have jointly certified the following Statement of Facts and the Third Division so finds, to wit:

"Effective September 16, 1932, position of caller at rate of \$3.61 per day, previously maintained at Lawrenceville, Virginia, was abolished and on that date position of mail handler at rate of \$27.78 per month was created."

An agreement, bearing effective date September 1, 1926, governing the Hours of Service and Working Conditions of employees therein designated is shown to exist between the parties, but it is found that the position here involved is not, except "for the purpose of representation only," included within the scope thereof.

Petitioner contends that since the position of caller has been included in the Clerks' Agreement for representation, the rates are adjustable under said Clerks' Agreement, and that when the caller's position was abolished and a portion of the duties were assigned to the lower rated position of mail handler, which latter position is within the scope of the agreement, it constituted an arbitrary reduction in caller's rate and in violation of the National Wage Agreement, and that the position of caller should be restored as of September 16, 1932, and that J. C. Waller be assigned thereto and reimbursed for monetary loss from and after that date.

It is contended by the management that the duties of caller at the time the position was abolished were as follows:

1. Call all train and engine crews.
2. Assist in the expensing of freight bills.
3. Make car report.
4. Handle U. S. Mail.
5. Handle railway messages to master mechanic's office.

That after the office was abolished and the position of mail handler was created, the new position eliminated three of the five items above mentioned, and that the handling of mail, baggage, and express between stations, and for only two trains, and calling such men as the operator may not be able to call over the telephone, required less than two hours per day, and that, therefore, since the position of caller was included in the Clerks' Agreement for representation purposes only, and the position was abolished because was not needed, and that the action was not in conflict with the National Wage Agreement, and that the agreement contains no rule prohibiting the abolishment of a position when not needed, and that the position of mail handler is excluded from the agreement,

and that the restoration of the position would simply mean the maintenance of an unnecessary position, that, therefore, Mr. Waller is not entitled to the position or compensation requested, and that the claim should be denied.
The evidence in this record supports the position of the carrier.

AWARD

Claim denied.

By Order of Third Division :

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest :

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 15th day of July 1935.