

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bruce Blake, Referee

PARTIES TO DISPUTE:

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

SEABOARD AIR LINE RAILWAY

L. R. Powell, Jr. and Henry W. Anderson, Receivers

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That the Management's action in abolishing a position of Roundhouse Clerk at Tallahassee, Florida, and assignment of routine clerical duties formerly attached to that position to employes without the scope and operation of the Clerks' Agreement, violated the rules of said agreement; and

(2) That the position shall be reestablished, the last regularly assigned incumbent Clerk H. C. Gray, and all employes affected fully compensated for all wage losses sustained as a result of such agreement violation retroactive to February 1, 1946.

EMPLOYES' STATEMENT OF FACTS: Prior to February 1, 1946 there existed and had existed for a long period of time an established clerical position titled Roundhouse Clerk, daily rate of pay \$6.49 at Tallahassee, Fla., Roundhouse.

Effective February 1, 1946, the position was abolished and the duties thereof assigned to employes holding no seniority rights under the clerical agreement; the Roundhouse Foreman and shop employes.

The principal and preponderating duties assigned to the position on the date the position was abolished were as follows:

WORK IN MECHANICAL DEPARTMENT

Check engines in shop and wire Chief Despatcher each morning.

Get mail and answer correspondence.

Keep time books.

Keep Stock Room—order all material and supplies daily.

Answer telephone.

Keep record of all engines turned each day.

Make out engine inspection report.

Check cinder cars in and out of cinder pit and notify Chief Despatcher, and Mr. W. R. Olive, General Supt. Transportation.

Order engine sand each month.

instead, simply involves inspection and observation and a knowledge of the quantity of materials and parts that will be needed in the future. Our check revealed that time consumed in performing this work was less than four hours per month.

(4) A check of the correspondence handled by the foreman revealed that occasionally the foreman received memorandums from one of his superiors requesting informations as to delays which had occurred to engines. Information of this kind for the most part was not a matter of written record but, instead, was information that had to be furnished from memory of the foreman. Correspondence of this type was usually answered by pencil reply on the foot of the memorandum. Time consumed in handling correspondence could not be accurately estimated as it was found that on some days only one or two letters had to be answered while in other instances as much as six days transpired before it was necessary for him to answer any correspondence.

This complaint, then, was brought about as a result of the Company continuing to require the foreman to perform on an average of approximately 40 minutes or less clerical work per day, which work was incidental to his duties as a foreman.

As shown in the statement of facts, the portion of the clerical work remaining, which was formerly assigned to the roundhouse clerk, was on February 1, 1946 assigned to other clerks at this station; that is, agency clerks have from that date been required to fill out engine inspection reports Form 712, assist any employes in making out Form 408 (personal injury report), order stationery and first aid supplies, answer telephone, etc.

We would like to call to your attention the fact that the representative of the employes, when discussing this dispute in conference, was unable to cite a specific rule of the Agreement that had been violated, and we likewise do not know of a rule that requires us to maintain a clerk's position when not needed. Briefly then, it is the carrier's position that the claim of the Organization is not supported by the terms of the current agreement and likewise is not supported by decisions rendered by your Honorable Board in parallel cases. In fact, the decisions that have been rendered definitely support the carrier's position. You have determined that: "It is the rule established by this Division that a foreman or other employe may properly perform clerical work incidental to his regularly assigned duties", and the carrier in the instant case simply assigned a few minutes of clerical work each day to a foreman strictly in accordance with that rule.

In conclusion we call to your attention the fact that even the foreman's position was abolished on May 13, 1946, leaving only four carmen and three engine watchmen employed at Tallahassee. Certainly, there is no justification for maintaining a clerk's position at the roundhouse at Tallahassee under such conditions.

For the above reason the carrier respectfully requests that the claim be denied.

OPINION OF BOARD: This claim is for the restoration of the position of Roundhouse Clerk at Tallahassee. It is presented on the theory that the Carrier, when it abolished the position February 1, 1946, withdrew clerical work, coming within the scope of the Agreement, and distributed it among employes not covered by the Agreement.

We think, in light of the facts disclosed by the record, the claim is without substance. The facts are: that the position was established November 23, 1942; that prior thereto there had been no such position; that the position was established at that time because of the augmentation of the Mechanical force at that point necessitated by increased traffic due to the establishment of an army camp at Carrabelle; that by February 1, 1946, the traffic had decreased to such an extent that the maintenance of a large Mechanical force was no longer necessary; that such force was, as of that date, reduced from forty to thirteen employes.

The contention of the Organization that the Carrier violated the Agreement by abolishing the position of Roundhouse Clerk at that time rests very largely upon the letter of the Superintendent of the Carrier rejecting the claim of violation. From what he said in his letter it is apparent that the Superintendent thought that there was no violation of the Agreement because there was less than four hours of clerical work left in connection with the work of the Mechanical employees. We think the inference drawn from the letter—that there was still a substantial amount of clerical work left after February 1st—is not warranted in the face of the facts developed in the record. Except for a very trifling amount, the clerical work that remained was incidental to the position of the Working Foreman of the Mechanical Department. Certainly, outside of that, there was not sufficient clerical work to justify maintenance of the position of Roundhouse Clerk. See Awards Nos. 931, 1694, 2138, 2334. In our opinion, the demand of the Organization for restoration of the position has no foundation in fact.

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 no violation of the Agreement has been established.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 7th day of February, 1947.