

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

LEHIGH VALLEY RAILROAD COMPANY

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

1. The Carrier violated agreement rules when it failed and refused to adjust rates of pay of three (3) positions at Perth Amboy Coal Office, Perth Amboy, N. J., after the discontinuance of the Shipping Agent's position September 26, 1944, had added additional duties and responsibilities to the three (3) positions.

2. That effective September 26, 1944, the basic rates of the following positions be adjusted as described herein:

Lead Clerk	\$50.00 per month
Clerk Typist	25.00 per month
Bill-of-Lading Clerk.....	17.00 per month

EMPLOYEES' STATEMENT OF FACTS: At Perth Amboy, N. J., the Lehigh Valley Railroad Company maintains a coal dock where anthracite coal received from the mines is unloaded into boats for trans-shipment via water. Prior to September 26, 1944, the entire operation was under the supervision and direction of the Shipping Agent.

Mr. A. F. Kohler retired on pension September 25, 1944. He had held the position of Coal Shipping Agent for many years and while the supervisory duties remained, the position was discontinued and the duties described below were assigned to Lead Clerk Mr. Burke, a position under the scope of our agreement, and such duties were not handled previously by the Lead Clerk's position:

Handle all matters involving the operation of the Coal Dumper with the Superintendent's office at Jersey City, N. J., and Coal Traffic office, New York.

Handle all matters from shippers and consignees regarding capacity of boats to be loaded, size of coal, time of loading, depth of water and various other items.

Instruct foreman on coal dock regarding orders on boats to be loaded.

Exercise supervision over office and dock at Perth Amboy Coal Dumper.

required of the clerks, there has been a material decrease. If the former, it is again stated positively that the Carrier at no time required the clerks in the coal office to assume any duties or responsibilities in the supervision which was formerly afforded by the Coal Shipping Agent. The only duty and responsibility the clerks in this office have is that of their clerical position. Also, if the latter, which, as previously stated, was the contention of the organization on the property, to agree with the contention of the employees would be to say that in view of the Carrier determining it did not require the supervision formerly afforded by the Coal Shipping Agent, it must nevertheless retain such position in order to perform incidental clerical work in the office, which could be done as conveniently by clerks at less expense to the Carrier and by a class of employee who should properly perform such duties.

It is the prerogative of Management to determine what supervisory positions it requires, and until such time as the need for additional supervisory positions exist, the Management should not be required to extend its supervisory force when the need for supervision beyond its requirements does not exist. The organization in this case is not justified in trying to exercise any jurisdiction of positions of a supervisory nature as herein contained to the extent that if the Carrier abolishes all of the supervisory duties of such a position and the only remaining duties are those of a position coming under the scope of an agreement, and Carrier establishes a position under that agreement to perform such work, then, in such a case there would not be sufficient grounds established to justify additional increase in rates of other positions on the assumption, entirely without basis in fact, that they assumed work formerly performed by the supervisor.

In conclusion, the Carrier submits the evidence herein establishes the fact the Coal Shipping Agent's position was abolished because of economical necessity, and the clerical duties formerly performed by that position incidental thereto were transferred and have since been performed by clerks. For the reasons stated, the Carrier maintains there has been no violation of the rules of the Clerks' Agreement in this dispute, nor any grounds established which would justify favorable consideration of this claim by this Division.

OPINION OF BOARD: This record warrants application to the position of lead clerk of the provisions of Rule 9 that "When there is a sufficient increase * * * in the duties and responsibilities of a position * * * the compensation for that position will be subject to adjustment by mutual agreement with the Representatives, * * *." It is disclosed that the Carrier had been willing to make such adjustment "to a comparable rate with other positions of similar responsibility" and that the parties have considered certain other positions of alleged similar responsibility which each respectively had suggested to the other, but without thus far having come to agreement upon any one of them.

The Division feels that this approach by the parties to settlement of this dispute provides the most reasonable basis for its resolution and expresses the opinion that the parties are fully empowered and best qualified to find the one position or other with sufficiently similar characteristics and responsibilities under Rule 9 to enable them to reach agreement upon the proper rate for the position of lead clerk in the Perth Amboy Coal Office. The parties in their further discussions are not prevented from agreement upon disposition of the claim in respect to the two other positions on the basis of any additional data which may be developed in their efforts to find common ground for application of the proper increase in the rate of the position of lead clerk.

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 claim should be remanded in accordance with the Opinion.

AWARD

Claim remanded in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 3rd day of December, 1948.