

Award No. 8231  
Docket No. CL-7528

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Edward A. Lynch, Referee

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES  
CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY**

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

(a) The Carrier abolished the position of Chief Clerk to the Master Mechanic at Silvis, Illinois, rate of pay \$318.50 per month, on August 31, 1949, and on November 15, 1950, the position was re-established under a new title of Mechanical Clerk—rate \$295.17 per month.

(b) E. W. Mangelsdorf be paid the difference of \$35.18 each month from November 15, 1950 until correct rate has been established.

Note: The general increase of \$11.85 per month, effective September 1, 1949 is not included in the rate quoted above for the Chief Clerk as the \$11.85 increase was effective September 1, 1949. Therefore the claim is for the difference between \$330.35 and \$295.17, as the \$11.85 is included in the \$295.17 rate.

**EMPLOYEES' STATEMENT OF FACTS:** The position of Chief Clerk to the Master Mechanic at Silvis, Illinois, was established in 1943, as an excepted position. The Agreement dated August 2, 1945, page No. 20, lists the position of Chief Clerk to Master Mechanic at Silvis, Illinois, as covered by the Agreement, designated (b-2).

The 40-hour Week Agreement, effective September 1, 1949, placed all the (b-2) positions under the designation of (b-3).

On pages No. 11 and No. 12 of the Clerks' Agreement dated August 2, 1945, we find the following:

"Positions herein designated as (b-3) shall not be subject to rules 6 to 28 inclusive and 69 of this agreement. See items (f), (g) and (h) of this Section of Rule 1."

The position of Chief Clerk to Master Mechanic at Silvis, Illinois abolished at the close of work August 31, 1949. November 15, 1950, the position

of that position on August 31, 1949 did not flow to the newly created position. Responsibility for supervision of other clerks in the Master Mechanic's office remained in the hands of the Chief Clerk who reported to the Superintendent of Shops and the Master Mechanic. The duties of the Mechanical Clerk at Silvis were no different than those performed by the Mechanical Clerks at other points where they are assigned under the supervision of the Chief Clerk to the Superintendent.

By paying the basic rate which has been established for these positions as a result of Award 114, the Carrier fulfilled its contractual obligation to the employees by paying a rate based on comparable positions at other points within the purview of Rule 68 of the Clerks' Agreement which reads:

"NEW POSITIONS: The salaries for new positions will be in conformity with salaries of analogous positions (of similar kind) in comparable localities."

Claimant Mangelsdorf was properly and adequately compensated for filling the newly created position of Mechanical Clerk. Contrary to the allegation by Organization, the position of Chief Clerk to the Master Mechanic was not re-established under a new title. The position which was established and filled by claimant is the same as is in effect at four other offices on this property.

For the reasons we have submitted, we respectfully request that your Board deny this claim.

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives.

(Exhibits not reproduced.)

**OPINION OF BOARD:** Claimant here had occupied the position of Chief Clerk to the Master Mechanic at Silvis, Illinois, until its abolition September 1, 1949. Carrier maintains it was a temporary position and Organization offered no objection when it was abolished.

On November 15, 1950 Carrier established what it calls a new position of Mechanical Clerk in the Master Mechanic's office at Silvis, the duties of which were described in the bulletin as follows:

"\* \* \* Duties consists of all correspondence, prepare all reports including Mp-95-A reports, also handle such other work as may be assigned."

Claimant Mangelsdorf applied for and was placed in this position as Mechanical Clerk.

The day following his assignment to the position, Claimant Mangelsdorf advised Carrier's Master Mechanic that he believed "the duties covered by this Mechanical Clerk position are identically the same as that of Chief Clerk to Master Mechanic which job was abolished Sept. 1st, 1949", and that this was a direct violation of Rule 69.

Carrier claims that when the Chief Clerk to Master Mechanic position was abolished September 1, 1949 "supervision of the remaining clerical force in the Master Mechanic's office was placed under the Chief Clerk to the Superintendent of Shops, who now served both the Superintendent of Shops and the Master Mechanic, working in the same office and other work previously performed by the Master Mechanic's Chief Clerk was distributed to other clerks at the Silvis Shops."

Carrier notes further:

"In November, 1950, management concluded that the clerical work at Silvis could be handled more efficiently if certain clerks were

relieved of various duties and a new position was established to encompass such work which was handled by Mechanical Clerks at other points on the railroad. Thus was the position of Mechanical Clerk created at Silvis and is the position which Claimant Mangelsdorf elected to bid in. \* \* \* Responsibility for supervision of other clerks in the Master Mechanic's office remained in the hands of the Chief Clerk who reported to the Superintendent of Shops and the Master Mechanic. The duties of the Mechanical Clerk at Silvis were no different than those performed by the Mechanical Clerks at other points where they are assigned under the supervision of the Chief Clerk to the Superintendent."

Organization claims, however, Carrier actually "reestablished" the position of Chief Clerk to the Master Mechanic, which had been abolished August 31, 1949, under a different title and seeks compensation for the difference in rate between the two positions.

It is argued on behalf of Organization that—

"there is no showing that any of the work of the nominally abolished position of Chief Clerk to the Master Mechanic had disappeared. On the contrary, it has been shown that the work was given to the Chief Clerk to Superintendent of Shops when the position was abolished and was later returned to the newly created position titled Mechanical Clerk, when it was established."

While Carrier maintains the Mechanical Clerk at Silvis "performs no supervisory work," Organization counters with Claimant Mangelsdorf's statement that the Chief Clerk to the Superintendent of Shops "exercises no supervision over the two clerks in the Master Mechanic's office." While Claimant makes no reference to specific supervisory duties required of him in the Mechanical Clerk's job, his claim that it is the same job and duties he formerly held would, by inference, include supervisory work.

The record shows that Carrier had in 1942 described the duties of the position of Chief Clerk to Master Mechanic as to—

"provide proper supervision and means of handling office matters for Master Mechanic and relieve him of doing office work and enable him to cover his territory."

This Division, in Award 4992 (Carter) stated:

"We think it is within the province of the Carrier to determine the amount of supervision needed to properly expedite the work.  
\* \* \*

The same Award also held:

"\* \* \* There is no evidence that he was instructed to perform supervisory duties by bulletin, oral direction, or otherwise. \* \* \* An employe may not voluntarily perform supervisory service without authority and subsequently assert such service in support of a claim." Also Awards 5149 (Boyd) and 7793 (Smith).

We also have held in Award 4530 (Wenke):

"The position of Chief Clerk is executive in character. It involves not only performing the routine duties of the office itself, \* \* \* but also the supervision of employes and personally dealing with patrons of the Carrier. \* \* \*

We must, therefore, hold that Organization has failed to prove Carrier's action violated the applicable Agreement as charged. A denial Award is in order.

**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 Employee involved in this dispute are respectively Carrier and Employee 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 has not been violated.

**AWARD**

Claims (a) and (b) denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon  
Executive Secretary

Dated at Chicago, Illinois, this 7th day of February, 1958.