

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Thomas C. Begley, Referee

PARTIES TO DISPUTE:

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

WABASH RAILROAD COMPANY

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

1. Carrier violated the Clerks' Agreement when at the end of the daily assignment of Monday, July 5, 1954, Carrier abolished clerical position of Local Storekeeper at Hannibal, Missouri, and transferred duties of Local Storekeeper, a seven (7) day position with basic daily rate of \$15.32, to employees at Hannibal not covered by the Schedule for Clerks.

2. Position of Local Storekeeper, basic rate \$15.32 per day as of July 5, 1954, be re-established by bulletin notice with such wage adjustments as may be made subsequent to July 5, 1954 and C. C. Craver, the regular incumbent of the position as of July 5, 1954, be restored to the position by reason of paragraph (f) of Rule 1, Schedule for Clerks.

3. Clerk C. C. Craver, regular incumbent of the position of Local Storekeeper, C. A. Jurgens, relief Storekeeper and other clerical employees affected and suffering monetary loss subsequent to July 5, 1954 by reason of the alleged abolishment of duties and arbitrary transfer of duties to employees outside the scope of the Schedule for Clerks, shall be compensated for such loss.

EMPLOYEES' STATEMENT OF FACTS: Hannibal, Missouri, is a terminal for the Wabash Railroad between Moberly, Missouri and Decatur, Illinois and is a part of the Decatur Division.

The clerical position of Local Storekeeper was a seven (7) day position with basic rate of \$15.32 per day. The occupant of the position, C. C. Craver, on July 5, 1954, date of the alleged abolishment, has a clerical service date on the Decatur Division clerical roster of June 13, 1917. Clerk Craver had been the regular assigned occupant of the position for some twenty odd years, having held the position for some time previous to 1934.

nibal and the abolishment of the position of Local Storekeeper, which is the subject of this dispute.

As indicated in the Carrier's Statement of Facts, at one time Hannibal, Missouri, was one of the more important terminals on this railroad. Due to the decline in traffic and other changes in the picture, incidental to the evolution of the industry, the volume of work in all departments at Hannibal materially decreased, and in July 1954, approximately only 2.89 hours were required to perform the clerical work which had been performed by the position carrying the title of Local Storekeeper at that point. These duties were assigned to other employees. Of this 2.89 hours per day, 1.77 hours per day were assigned to other employees covered by the Schedule for Clerks at Hannibal. The balance, approximately 1.12 hours per day, were thereafter performed by the roundhouse foreman. These duties are incidental to the duties and responsibilities of this foreman.

This foreman is in charge of the Mechanical Department at Hannibal. It is his responsibility to see that necessary materials and supplies are kept on hand, irrespective of whether or not a position of Local Storekeeper is in existence at that point. It is his responsibility to see that such records as may be required by the Carrier are kept.

The management of this Company is charged with the responsibility of operating the property in an efficient and economical manner, and the maintenance of a clerical position to perform less than 2 hours of work a day, which is incidental to the duties and responsibilities of the roundhouse foreman at that point, cannot be justified in any respect.

If the volume and detail of these records and clerical duties is such as to require the employment of additional force for that specific purpose, then, of course, it is normal to employ an individual coming within the classes covered by the Schedule for Clerks, however, attention is directed to the fact that nothing contained in the rules of the Schedule for Clerks apportions all clerical work to employees covered by that Schedule or prohibits employees of other classes from the performance of clerical work.

The Committee's contention that the position of Local Storekeeper at Hannibal should be re-established is a request that the Carrier establish a position to perform duties requiring less than 2 hours of work a day, which duties are incidental to the duties of the foreman in the discharge of his responsibilities as supervisor in charge of the Mechanical Department at that point.

The claim is not supported by Schedule rules and should be denied.

The Carrier affirmatively states that the substance of all matters referred to herein has been the subject of correspondence or discussion in conference between the representatives of the parties hereto and made a part of the particular question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: The evidence presented by the parties in this docket conclusively shows that there was no longer any economic need for a local storekeeper at Hannibal, Missouri and that no agreement rule prohibits the carrier from abolishing an unneeded position. The evidence also shows that no rule of the agreement gave to this claimant the exclusive right

to perform the transferred duties; rather the remaining work was properly assignable to mechanical forces as well as to clerks.

The duties assigned to the mechanical forces were not the exclusive duties of clerks.

There is no basis for that part of the claim dealing with other clerical employees and this Division is without authority to restore an abolished position.

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 Carrier did not violate the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois this 23rd day of June, 1960.