

Award No. 10053

Docket No. CL-9915

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Frank J. Dugan, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated the Agreement when, at Pegram Shops, Atlanta, Georgia, it began to require Shop Foremen, not covered by the Agreement, to perform work on Saturdays and Sundays, and on the third trick each day, belonging to and previously performed by employees covered by the Clerk's Agreement.

(b) Mr. R. L. MacDonald, his substitutes or successors, shall be additionally paid at rate of time and one-half for six (6) hours each day, seven days per week, from June 18, 1956, through July 15, 1956, and for eight hours per day thereafter until the violation is corrected.

NOTE: Reparation due employees to be determined by joint check of Carrier's payrolls and such other records that may be deemed necessary to establish proper claimant(s).

EMPLOYEES' STATEMENT OF FACTS: 1. The Carrier's Pegram Shops, Atlanta, Georgia, is a repair facility operated by the Mechanical Department around the clock, seven days per week.

2. Prior to June 17, 1956, the following clerical positions were maintained at Pegram Shops:

| Title       | Occupant        | M | T | W | T | F | S | S | Trick |
|-------------|-----------------|---|---|---|---|---|---|---|-------|
| Steno-Clerk | M. H. Baker     | W | W | W | W | W | R | R | 1st   |
| Clerk       | R. L. MacDonald | W | W | W | W | W | W | W | 1st   |
| Clerk-Steno | J. O. Mangum    | W | W | W | W | W | W | W | 1st   |
| Clerk       | Gwen Dodson     | W | W | W | W | W | W | W | 1st   |
| Clerk       | H. E. Lanier    | R | W | W | W | W | W | W | 1st   |
| Clerk       | J. M. Summerlin | W | W | W | W | W | W | W | 2nd   |
| Clerk       | H. C. McMickle  | W | W | W | W | W | W | W | 3rd   |

W — Work

R — Rest (Note: Wherever more than five days' "work" are shown

**OPINION OF BOARD:** The Claimant asserts that by virtue of a reorganization plan of the Carriers effective June 18, 1956, three positions held by the clerks at Pegram Shops, Atlanta, Georgia were worked Saturdays and Sundays whereas prior to that date six positions were worked on those days. On July 16, 1956 by changing rest days and abolishing positions no clerk was assigned to Saturday or Sunday work and no clerk was assigned to the third trick on any day of the week.

The issue here presented is whether foremen are now performing exclusively clerical work formerly done by clerks before their positions were abolished.

This Board has repeatedly held that the Carrier is within its rights in abolishing positions where the work has disappeared or substantially reduced in volume. The Board has also repeatedly held that the Carrier cannot discontinue or abolish positions and assign the duties thereof to employees not covered by the agreement. Award 736.

The Carrier contends that as part of a reorganization plan all exclusively clerical work is now performed on a Monday through Friday work week eliminating the Saturday and Sunday clerical positions and the third trick between Monday and Friday. As part of this plan the Carrier alleges that it completely re-arranged the work, eliminating many reports, changing the procedures on others, such as maintenance reports, thereby effecting such a complete reorganization of the work that the clerks now on duty at the Pegram Shop and North Avenue Yard could do all the exclusively clerical work on a regular five day week.

The Organization contends that the "Carrier removed from the Clerks, and assigned to Shop Foremen, the following duties: making money sheets for the employees working, keeping up with vacations of shop employees and stamping vacation time on their time cards, checking shop employees' rest days and stamping their time cards to show that date; check for all employees earning differential rate and noting time cards accordingly."

The nature of the disputed items was such that they had been performed by foremen as an incident of their duties. This is demonstrated by the fact that the disputed work had been done by foremen prior to this dispute when there was no assigned clerk on duty.

As to the dispute about time cards and money sheets when the positions were abolished it is clear that procedures had been drastically changed by the Carrier but this does not demonstrate that the Agreement was thereby violated. At that time the process whereby the time card was handled by a clerk and the time of each employee recorded in a book was eliminated. It is also clear that the Carrier ran into trouble when this change was made. Prior to the change the foreman had pencilled in notations about vacation, rest days and pay differentials on the time cards and later the clerks made the records permanent. After the change in procedures the foreman was required to stamp in on the time card such permanent data and further procedures by the clerks were eliminated. The change in procedure from the use of a pencil to the use of a stamp is not significant. Nor does the fact that the foremen had been doing an inefficient job which was corrected by the prior procedure whereby the clerk corrected the card when he made the entry in the book from the time card change the situation. It was within the power of the Carrier to eliminate the corrective procedure and at the same time to require the foremen to do correctly what they had already been doing inefficiently.

Furthermore, the answering of telephones by the foremen and the work in connection therewith was an incident of their duties and not the exclusive work of the clerks.

**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 Agreement was not violated.

#### AWARD

The Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 6th day of September 1961.