

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD
COMPANY**

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

1. Carrier violated and continues to violate the Clerks' Rules Agreement when it abolished Caller-Clerk Position #32 while the duties remained and assigned those duties to employes outside the Agreement and to employes in another seniority district.
2. Carrier shall now be required to return the work which was a part of Caller-Clerk Position #32 in Seniority District #56 at Dubuque, Iowa, which is now being performed by the Roundhouse Foreman or others not covered by the Clerks' Rules Agreement as well as employes of another seniority district, to employes holding seniority in Seniority District #56.
3. Carrier shall compensate Employee Charles Pullen for eight (8) hours at the pro rata rate of Caller-Clerk Position #32 for each day Monday through Friday subsequent to February 16, 1957 that the violation continues.
4. Carrier shall compensate Employee Charles Pullen for eight (8) hours at the time and one-half rate of Caller-Clerk Position #32 for each Saturday and Sunday subsequent to February 16, 1957 that the violation continues.
5. Carrier shall compensate all employes in Seniority District #56 for all loss suffered directly or indirectly as a result of the abolishment and removal of the work of Caller-Clerk Position #32 from February 16, 1957 until the violation is corrected.

respondence, in fact, the occasional inquiry directed to the roundhouse foreman is usually handled by a pencilled notation, similar to the practice which he followed on many occasions when the roundhouse clerk's position was still in existence. The time that is involved on the part of the roundhouse foreman is insignificant. Further, any work represented by this item is directly incidental to the duties and functions of the roundhouse foreman.

14. With the abolishment of the roundhouse clerk's position the typing of pass requests was discontinued entirely. The pass requests prepared by the individual employes, when and if approved by the roundhouse foreman, are forwarded to the Pass Bureau without typing. The work represented by this item has entirely disappeared.
15. The work of handling the telephone in the roundhouse foreman's office was never the exclusive work of the roundhouse clerk. Even during the assigned hours of the roundhouse clerk (8 hours per day, 5 days per week) often the telephone was answered and business conducted on the telephone by the roundhouse foreman and outside the assigned hours of the roundhouse clerk the telephone (which, incidentally, was on the roundhouse foreman's desk) was handled exclusively by the roundhouse foreman. As Roundhouse Foreman Hammerstein stated, he conducted much of his business by telephone. Of course, the telephone work in connection with calling crews has, since the abolishment of the roundhouse clerk's position at Dubuque, been performed by the caller-clerks at Savanna. The handling of the telephone does not represent work which was exclusive to the roundhouse clerk.

There are no miscellaneous duties remaining from the roundhouse clerk's position, exclusive to that position, which are performed by employes outside of Clerks' Seniority District 56.

It is the Carrier's position that all work, exclusive to the former roundhouse clerk's position, remaining from that position, following its abolishment effective February 16, 1957, has since been performed by employes in the same seniority district at Savanna, Illinois and that there has been no violation of the Agreement and there exists no basis whatever for this claim. The Carrier, therefore, respectfully requests that your Honorable Board render a denial award.

All data contained herein has been presented to the employes.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute is between The Brotherhood of Railway and Steamship Clerks and The Chicago, Milwaukee, St. Paul and Pacific Railroad Company.

On February 16, 1957, the Carrier abolished Position #32, Caller-Clerk at Dubuque, Iowa. Claimant occupied that position. The Organization contends that Carrier, after above date, required or permitted Employes outside the scope and application of the Clerks' Agreement to perform work previously assigned to Position #32 and performed by Claimant. There are fifteen specific duties complained of.

From the evidence and the record, we find that of the fifteen specific items complained of by the Claimant of the specific duties of Caller-Clerk,

Position #32, many have been transferred to other Clerks. Some are not the duties of the Caller-Clerk position. Some of the duties are being done by the Roundhouse Foreman, but the Roundhouse Foreman has in the past performed them. Some of the duties no longer exist. For this reason it appears that Position #32, Caller-Clerk was abolished. Of the duties that remained, only a few minutes time was necessary, and we consider this inconsequential for purposes of complying with the Agreement. For the foregoing reasons we find that the agreement was not violated.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of January 1963.