

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

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

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood (GL-4919) that:

(1) The Carrier violated the current Clerks' Agreement beginning on August 1, 1960 when it arbitrarily and without conference, negotiation or agreement of the parties, removed work consisting of daily trip to the downtown banks from clerical employes in the St. Louis Freight Collection Bureau (Seniority District No. 20) and assigned it to an employe in another seniority district.

(2) Miss Judith Schrepel and/or her successor be paid one hour's pay daily at the time and one-half rate commencing August 1, 1960 and continuing until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: The St. Louis Freight Collection Bureau collects freight bills for the member lines and deposits monies so collected in banks to their credit, also all other clerical work in connection with these bills.

As of July 31, 1960, the Collection Bureau consisted of a working force of Manager, Cashier, ten Clerks, and one Steno-Clerk. Up until that time, the Manager had been under the jurisdiction and reported to the Secretary-Vice President and Comptroller of the Terminal Railroad Association of St. Louis. On August 1, 1960, the jurisdiction of the Collection Bureau was placed under the Treasurer of the TRRA and the official position of Manager was abolished and the Cashier was placed in charge of the Collection Bureau as Supervisor—this is a partially excepted position under the Clerks' Agreement.

Since the creation of the Bureau sometime during the 1920's the Cashier had made the daily trips to the banks. This work involved delivering checks from the Freight Collection Bureau to the First National and Mercantile Banks. A daily deposit is also made for the account of the Freight Collection

accomplished within the two groups of a seniority district whereas now master seniority districts are involved. It cannot be said, however, that work was transferred from one seniority district to another inasmuch as the work in question could have been performed by employees in either of the former Groups 1 or 2. Furthermore, as previously explained, a master seniority district is not a "district" within the meaning of Rule 5.

Rule 19 is not involved as a consolidation of offices or departments was not affected.

Rule 39, dealing with overtime, is not involved because the work in question was performed during the regular working hours of the employee assigned to perform it.

Rule 66 was not violated as the only changes made in any rules of the Agreement have been by agreement between the parties.

(5) **The assignment of the messenger function to the messenger-porter was a practical, common-sense move for the purpose of eliminating a duplication of effort.** The messenger-porter involved in this dispute has served historically as bank messenger for account of the Ticket Office and Treasurer's Office. When as a result of jurisdiction over the Freight Collection Bureau being shifted to the Treasurer it was found that the messenger-porter could make the daily pick-up at the Freight Collection Bureau in the course of his own messenger function, the Carrier naturally adopted the course that would eliminate a duplication of effort. Nobody was adversely affected thereby and the claim is, therefore, completely lacking in equity in addition to being without foundation under rules of the Agreement.

Incidentally, the Freight Collection Bureau is now located in the Union Station from which point the messenger-porter's daily trip to the banks originates.

The claim is wholly without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: In January, 1950, the parties executed an Agreement which, under Rule 5, provided for the establishment of 39 seniority districts. The cashier was an excepted position in the Freight Collection Bureau, District No. 20. The occupant of this position had the duty of making a daily trip to deliver deposits to banks. This arrangement continued until September 1, 1959, when Carrier transferred this duty to Miss Judith Schrepel, steno-clerk in the same district, No. 20. In a series of Memorandums of Agreement, Master Seniority Districts were established. In Memorandum No. 35 beginning October 15, 1958, Master Seniority Roster District No. 3 included the steno-clerk of District No. 20. Memorandum No. 14 placed janitors in Master Seniority Roster District No. 2.

This dispute arose when on August 1, 1960 the bank deposit duty was removed from the steno-clerk of District No. 20, Master Seniority Roster District No. 3, and assigned to the porter-messenger in Master Seniority District Roster No. 2.

Organization makes claim that Carrier's action was arbitrary and contrary to Rule No. 5. It contends that the creation of Master Seniority Roster Districts No. 2 and No. 3 did not give Carrier the right to transfer work from one seniority district to another without negotiation and agreement of the parties.

Carrier denies the claim with the defense that since the work had previously been performed by an excepted employee, the cashier, and since it had properly withdrawn that duty by unilateral action, it also had the right to assign it to another employee. In this case it maintains it had a right to assign the work to the porter-messenger.

The 1950 Agreement provided that the duty of making the bank delivery deposits belonged to the incumbent of the excepted position, the cashier. For nine years this employee continued to perform this duty. With no change in the Agreement Carrier could have disposed of the work in a number of ways; but in 1959 it preferred to transfer it to the steno-clerk. This assignment did not confer upon the steno-clerk an exclusive right to the work. The Agreement did not require consultation and negotiation for this action. Carrier exercised its judgment acting within its rights.

Miss Judith Schrepel, steno-clerk, prior to receiving the duty of making the bank deposits had already established her seniority status on Master Seniority Roster No. 3. The acceptance and later the withdrawal of this duty from her did not affect her seniority status.

With Memorandum of Agreement No. 14 the porter-messenger established seniority in Master Seniority Roster No. 2. He became eligible for work of his class in any seniority district providing other employees did not hold seniority rights prior to his.

Since we have found that the steno-clerk did not have seniority for this work and since there was no classification of porter-messenger on Master Seniority Roster No. 3, we hold that the Carrier had the right to assign the messenger duty to the porter-messenger from Master Seniority Roster No. 2. Under such circumstances 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 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

The Agreement of the parties 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 19th day of June 1964.