

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

**Award No. 37733  
Docket No. CL-37289  
06-3-02-3-302**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

**PARTIES TO DISPUTE:** (Transportation Communications International Union  
(Duluth, Missabe and Iron Range Railway Company)

**STATEMENT OF CLAIM:**

“Claim of the System Committee of the Organization (GL-12880)  
that:

**DMIR-134 – STATEMENT OF CLAIM:**

1. Carrier violated the TCU Clerical Employees Agreement at the Duluth Ore Docks during the week of February 26, 2001, when it required and/or permitted persons not covered by the Clerical Employees Agreement to perform the work of printing five hundred (500) Form 122 revised 12/84, Air brake Test Slips.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work for the week, eight (8) hours pay at the pro rata rate of the General Foreman position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the General Foreman position or the rate of his regular assigned position, whichever is higher, for the week of, February 26, 2001, which he would have received had he been allowed to perform the above mentioned work.

**DMIR-165 – STATEMENT OF CLAIM:**

1. Carrier violated the TCU Clerical Employees Agreement at the Duluth Ore Docks on Thursday, May 10, 2001, when it required and/or permitted persons, not covered by the Clerical Employees Agreement to perform the work of printing Form No. 3143 revised 11/11/, Time Cards.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work for the week, eight (8) hours pay at the pro rata rate of the General Foreman position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the General Foreman position or the rate of his regular assigned position, whichever is higher, for Thursday, May 10, 2001, which he would have received had he been allowed to perform the above mentioned work.

**DMIR-166 – STATEMENT OF CLAIM:**

1. Carrier violated the TCU Clerical Employees Agreement at the Duluth Ore Docks on Friday, June 1, 2001, when it received, required and/or permitted persons, not covered by the Clerical Employees Agreement to perform the work of printing one thousand (1000) Form 57 ½, Daily Work Report forms.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work for the week, eight (8) hours pay at the pro rata rate of the General Foreman position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the General Foreman position or the rate of his regular assigned position, whichever is higher, for Friday, June

1, 2001, which he would have received had he been allowed to perform the above mentioned work.

**DMIR-167 – STATEMENT OF CLAIM:**

1. Carrier violated the TCU Clerical Employees Agreement at the Duluth Ore Docks on Wednesday, June 13, 2001, when it received, required and/or permitted persons, not covered by the Clerical Employees Agreement to perform the work of printing one thousand fifty (1050) Form 3061, "Bad Order When Empty" cards.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work for the week, eight (8) hours pay at the pro rata rate of the General Foreman position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the General Foreman position or the rate of his regular assigned position, whichever is higher, for Wednesday June 13, 2001, which he would have received had he been allowed to perform the above mentioned work.

**DMIR-168 – STATEMENT OF CLAIM:**

1. Carrier violated the TCU Clerical Employees Agreement at the Duluth Ore Docks on Thursday, June 21, 2001, when it received, required and/or permitted persons, not covered by the Clerical Employees Agreement to perform the work of printing tablets of Form 1607, "Locomotive Inspection Report.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work for the week, eight (8) hours pay at the pro rata rate of the General Foreman

position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the General Foreman position or the rate of his regular assigned position, whichever is higher, for Thursday, June 21, 2001, which he would have received had he been allowed to perform the above mentioned work.

**DMIR-178 – STATEMENT OF CLAIM:**

1. Carrier violated the TCU Clerical Employees Agreement at the Duluth Ore Docks on Tuesday, August 28, 2001, when it received, required and/or permitted persons, not covered by the Clerical Employees Agreement to perform the work of printing one thousand (1000) Form 57 ½ , Daily Work Report forms.
2. Carrier shall now be required to compensate the senior qualified available extra or unassigned clerical employee without forty (40) hours of straight time work for the week, eight (8) hours pay at the pro rata rate of the General Foreman position or if none are available, the senior qualified available regularly assigned clerical employee, eight (8) hours pay at the punitive rate of the General Foreman position or the rate of his regular assigned position, whichever is higher, for Tuesday, August 28, 2001, which he would have received had he been allowed to perform the above mentioned work.”

**FINDINGS:**

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

Subsequent to the hearing concerning these claims, the parties notified the Board that they had mutually agreed to withdraw the instant claims. Accordingly, without comment upon the merits, the Board finds that the above-cited claims must be dismissed as moot.

**AWARD**

Claim dismissed.

**ORDER**

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Dated at Chicago, Illinois, this 23rd day of February 2006.