

Award No. 2674

Docket No. CL-2694

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Curtis G. Shake, Referee

PARTIES TO DISPUTE:

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

INDIANA HARBOR BELT RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes that additional Yard Clerks' Positions be created at the Eastbound Yards at Blue Island, Illinois to take over the clerical work now being performed by Train Conductors, who are outside the scope of the Brotherhood of Railway Clerks' Agreement.

EMPLOYEES' STATEMENT OF FACTS: Prior to July 1st, 1936 when there was no agreement in effect covering the clerical forces on the Indiana Harbor Belt Railroad Company, the Westbound Yards at Blue Island were checked by the regular yard clerks and the Eastbound checking of cars was performed by the Freight Train Conductors at that point.

Subsequent to July 1st, 1936 when the agreement between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes and the Indiana Harbor Belt Railroad Company became effective and operative on that property, the Committee in conference with Superintendent Mr. Lamb on May 11th, 1938 requested management to bulletin positions of Yard Clerks covering the work under our agreement, which was being performed by the Yard Conductors at Blue Island Station. Management declined to bulletin the extra positions, advancing as their reasons for their non-compliance with the committee's request "that they had a perfect right to continue the practice of permitting train conductors to check cars account of the conductors had been doing this for many years."

Upon the General Committee's appeal to the highest officer of that property, the position taken by Local Management in declining to bulletin the work performed by the Train Conductors was finally sustained, leaving the Committee no other alternative than that of appealing this case to your Honorable Board for your consideration.

POSITION OF EMPLOYES: There is an agreement between the parties, bearing an effective date of July 1st, 1936 from which the following rules are quoted:

RULE 1—SCOPE

"Employes covered by these rules will be divided into two classes.

Class 1: Clerks as defined in Rule 2 and such employes as crew dispatchers, chief callers, freight and baggage tallymen or checkers.

4.

That numerous claims concerning the performance of clerical work by persons not covered by a Clerks' Agreement have been presented to this and other divisions of the National Railroad Adjustment Board, and in all of such cases where, as in our case, the work was incidental to the other duties of the person performing it, the claims have been denied.

The claims in the instant case should also be denied.

OPINION OF BOARD: The petitioner seeks to have certain work now performed by train conductors or yard foremen at the carrier's East Bound Yards at Blue Island, Illinois, classified as clerical work and assigned to yard clerks. For a proper resolution of the claim it is necessary to note with some particularity the nature and purpose of the work in controversy.

Conductors or foremen in charge of transfer trains about to go forward out of said yard are furnished with a Form 48 upon which they note the initials, numbers, contents, and the points of origin and destination of the cars comprising such trains. When a card is completed it is handed to a clerk in the agent's office, who compares it with Form 445 and then returns it to the conductor.

The reasons advanced by the petitioner as to why the making of a conductor's Form 48 record is clerical work are that said record is identical in form and content to that made by yard clerks with respect to incoming trains; and that a very substantial part of the conductor's time is devoted to its compilation.

It is true that the cars comprising incoming trains are checked by yard clerks on the same printed forms. Checking incoming trains serves an entirely different purpose, however. This is done to obtain data for the carrier's office records, and has no connection with the movement of cars under the supervision of conductors. We attach no significance to the circumstance that yard clerks check incoming cars upon the same printed forms as are used by the conductors.

While the element of time consumed in this activity is persuasive as to its proper classification, it is not necessarily controlling. More important, is the use which this particular record serves. It appears that the record is essential to the proper and orderly discharge of a conductor's duties. By it he keeps himself informed as to the make-up of his train and the destination of the several cars therein. From it he completes his comprehensive wheel report at the end of the day. If this work is to be assigned to yard clerks, it will, nevertheless, be necessary for the conductors to check and verify the information noted on these cards, since he is held responsible for the proper disposition of the cars in his train. This would necessitate the employment of eight or ten additional clerks, to do what is now more efficiently accomplished by the conductors themselves. Every employe who holds a position of responsibility is required to do more or less work that might be called clerical. We cannot bring ourselves to believe that the Agreement contemplates any such result as is contended for by the petitioner in this case. The forms made and carried by the conductors are not substantially different in content or purpose from the train record books kept by train conductors, generally. If the petitioner should prevail we would be taking a long step toward an ultimate requirement that every conductor should be accompanied by a clerk. If this is to be desired it ought to be accomplished by negotiation, rather than by interpretation.

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 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 carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1944.