

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

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

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

STATEMENT OF CLAIM: Claim of the Terminal Board of Adjustment, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, that the Carrier violated the agreement:

(1) When on March 7 and 9, 1947 it assigned Messrs. A. Johnson, Thomas O'Brien and R. J. Bradley, Traveling Auditors, Excepted position holders in the office of the Agent and Freight Auditor, to perform detail work connected with positions fully covered by all rules of the Clerks' Agreement, and

(2) That Clerks, Mr. G. H. Stephens and Paul L. Burkhart be paid three hours at time and one-half on March 7, 1947 and eight hours at time and one-half on March 9, 1947 because of the Carrier's action in assigning excepted position employes to perform the detail work of the office here involved.

EMPLOYEES' STATEMENT OF FACTS: On March 7, 1947, the Carrier requested the following employes holding positions fully covered by the agreement to work three hours overtime, compiling a statement from the manifest account of the office:

| | Position | Description of Duties |
|------------------|---------------------|---|
| Mr. L. E. Dolson | Clerk | Handling Accounts; Local Eads— Miscellaneous Merchants |
| Mr. W. P. Doyle | Clerk | Handling Accounts Local Mer- chants—Carrier—Bremen |
| C. Schneider | Clerk | Assistant Accountant |
| A. F. Lenz | Clerk | Handling Accounts Eads Misc. C&A WF and L&M |
| V. Douglas | Clerk | Assistant Accountants |
| F. Beckman | Accountant's Helper | —Assisting Accountants. |

On Sunday, March 9, 1947, the above mentioned employes except V. Douglas, were requested to work and Mr. J. Thompson, Jr. Title of position—Clerk—Description of Duties—Handling Accounts Wiggins Local and Wiggins Miscellaneous were requested to work eight hours.

In addition to those listed above Traveling Auditors, Messrs. Johnson, O'Brien and Bradley, subject only to Rules 1 — 4(D) — 14 — 24 and 25,

have no advisory or supervisory duties but were placed in the "excepted" class because of particular training or experience required, while still others are a combination of both. The Traveling Auditors fall within the latter class; they act in an advisory or supervisory capacity and, in addition, have duties which require an intimate knowledge of the workings of the entire office and which requires years of experience. The service of the four Traveling Auditors ranges from 20 to 47 years. The preparation of statistics required by the Interstate Commerce Commission and other bodies was assigned to the Traveling Auditors when the positions were established because of the intricate nature of the information required. In many cases only certain items or portions of numerous records are required, and then recapitulation of these items must be made to form the completed statements. Many times, such as in the instant case, the statistical data must be worked up on short notice and the Traveling Auditors are the only employes qualified to get it done on time. If it is necessary to work outside office hours, employes from whose records information is being taken are offered the opportunity to work overtime, such as was done in this case. It would be useless to ask others to work because, being not qualified, the time lost in explaining to them what was desired and checking to be sure correct data was being recorded would defeat the very purpose for which overtime was being worked. The so-called "detail" work to which the Employes refer is not part of or assigned to any clerical position, but is incidental to the preparation of special statistics when required, which has been a part of the Traveling Auditors' duties ever since the positions were established.

No work was taken away from an employe, as it was not a part of any bulletined position and no employe lost any time. Instead, qualified employes, seven in number, were offered the opportunity of enhancing their earnings by working overtime assisting the Traveling Auditors complete the statement. As stated before, the Traveling Auditors are covered by the Scope Rule of the agreement and, therefore, can not only perform the clerical work incidental to their positions but other clerical work as well and also assist other clerks in their work. Inasmuch as there has been no change in the duties of the Traveling Auditor positions since they were established in October, 1939, and no protest was made by any of the clerks or their organization representatives from October, 1939, to March, 1947, the filing of claims resulting in the instant case is an apparent attempt to write a new rule into the agreement or inaugurate a new practice, neither of which is within the province of the Board. There being no basis for the claims, they should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: On March 7, 1947 Carrier was requested by the Interstate Commerce Commission for a statement showing the number of carloads of eight different commodities loaded on its rails for each of four periods of thirteen weeks duration. The report was to be submitted not later than March 10. Carrier put three traveling auditors on the job of preparing such statement and they were assisted by seven regular accountants and helpers whose accounts were involved. They worked overtime on March 7 and March 9.

The claim is made in behalf of two employes who were not called upon to assist the Traveling Auditors.

Traveling Auditors were formerly excepted from the scope of the Agreement but are now included in the current Agreement effective April 1, 1945. Even though they are now subject to only five rules of the Agreement and excluded from the operation of the other rules, it cannot be successfully argued that when they were assigned to the work in question it was removed from the scope of the Agreement contrary to a number of awards of this Board.

The record further shows that to some extent similar work has been done by Traveling Auditors ever since the positions were created, and that this was special work not assigned to any regular position.

Claimants also rely on the second paragraph of Rule 42. The rule states:

"No overtime hours will be worked except by direction of proper authorities, except in cases of emergency where advance authority is not obtainable.

"To avoid discrimination as between employes to be used on authorized overtime work, the incumbent of position which requires overtime hours will be used if practicable."

Carrier insists it complied with this rule when it used the employes whose accounts were involved; and that Claimant's accounts were not involved. Such being the case the rule does not support Claimants.

Under the facts of this case we find no violation of the Agreement.

Accordingly the claim must be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute 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 19th day of April, 1948.