

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

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

SEABOARD AIR LINE RAILROAD COMPANY

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

The Carrier violated and continues to violate the Rules and provisions of the Clerks' Agreement:

When it removed the duties of testing water and making reports in connection with such tests from the Diesel Clerks' positions at Hermitage Shops, Richmond, Virginia, and assigned such duties to an employe of another craft and class to perform thereby removing work from the Scope of said Agreement.

That Clerk H. M. Falconer and/or his successor (s) be compensated for two hours at the time and one-half rate for April 21, 1951, and subsequent thereto, until this violation is corrected and the work returned to the Diesel Clerks.

That Clerk J. B. Bond and/or his successor (s) be compensated for two hours at the time and one-half rate for April 16, 1951, and subsequent thereto, until this violation is corrected and the work returned to the Diesel Clerks.

That Clerk H. B. Caples and/or his successor (s), be compensated at the time and one-half rate for June 4, 1951, and subsequent thereto, until this violation is corrected and the work returned to the Diesel Clerks.

EMPLOYEES' STATEMENT OF FACTS: For many years prior to February 28, 1949, the testing of water used in the boilers of steam locomotives and later in the water used to cool diesel locomotives, was assigned to and performed by clerical employes. Also, the various reports required in connection with the operation were prepared by clerks. This duty required that a sample of water from each locomotive boiler and the cooling system of each diesel motor, be tested to determine how much demineralizing or rust preventive chemical was required to bring the water in each unit to a standard. This test was made on the water in each unit of motive equipment on its arrival at Hermitage Shops and a record maintained on each unit. Employees' Exhibits B, C, D, E, F and H, show that this work was assigned to and performed by clerical employes.

of the Clerks' Agreement. (See 8th paragraph of General Chairman Younger's letter of August 20, 1951, quoted in Item 6, Carrier's Statement of Facts). Such a contention is ridiculously absurd. Carrier affirmatively states that the work of testing samples of water from radiators of Diesel electric locomotives and recording the results thereof is not work embraced within the Scope Rule of any collective bargaining agreement as the work is performed by different crafts at different points on the Carrier's property.

(11) While prior to February 28, 1949 (the date the water treatment plant was first placed in service) diesel clerks at Hermitage, Virginia, did test samples of water taken from diesel radiators and recorded results thereof, this work disappeared when the water treatment plant was placed in service and subsequent thereto all testing of water has been made by mechanical employees who were in charge of the water treatment plant. The minor amount of clerical work performed by such employees is work incidental to their duties and as a consequence they have the right to perform it. Additionally, claimants in the instant case have suffered no loss whatever as the work of testing water from diesel radiators from April 16, 1951 to June 29, 1951 if it had been assigned to diesel clerks could have been performed within their assigned hours. There was no clerical position abolished as result of mechanical employees performing this small amount of clerical work and no clerical position would have been established even if the testing and recording the results had been given to clerical employees and neither would it have been necessary to perform the work on overtime or on a call basis.

(12) It will be noted that when the water treatment plant was first installed and placed in service February 28, 1949, the operation of the plant was placed in charge of machinist helpers and some of the duties consisted of making daily chemical tests as well as one daily Nalcometer test of water from the stationary tank and recording results thereof. (See Item 4, Statement of Facts.) The Clerical Organization made a claim for this work but after the joint check was made on January 31, 1950, agreed that the work in question was not work belonging to clerks and, accordingly, dropped the claim. From March 15, 1951 to June 29, 1951, machinist helpers, instead of making one Nalcometer test of water from the stationary tank, made a Nalcometer test of water from each diesel unit radiator, nevertheless these tests were made in the same identical manner as the one Nalcometer test from the stationary tank. So here we find in the final analysis that the work of testing water by the use of a Nalcometer and recording results thereof was work that has been performed by machinist helpers since February 28, 1949 and is work which the Clerical Organization agreed in dropping the claim above mentioned was not embraced within the scope of the Clerks' Agreement and further agreed that the clerical work involved in recording the results of such tests was negligible and was incidental to the duties of machinist helpers.

There is absolutely no basis whatever for the claim contractually or otherwise and, accordingly, it should be denied and the Carrier so urges.

Carrier affirmatively states that all data used herein has been discussed with, made known to or is well known by the Organization.

(Exhibits not reproduced.)

OPINION OF BOARD: The Organization contends that the work of testing water and making water reports at Hermitage Shops, Richmond, Virginia, between the dates of February 7, 1951 and June 29, 1951, was the exclusive work of Clerks. Reparations in the form of 37 calls are sought by the three claimants.

Carrier maintains shop facilities at Hermitage for servicing its motive power. The record discloses that water tests and reports were first handled by Boilermakers before the advent of Diesel electric locomotives. When the work was given to the Clerks, is not shown but it clearly appears they were

performing it up to February 28, 1949, the date a water treating plant was placed in service. Thereafter the making of water tests and reports was assigned to Machinist Helpers as work incidental to their operation of the treating plant. A dispute arose at that time and a settlement made,—at least the claim was not pressed thereafter and Machinist Helpers continued to perform the work. It appears that there was little of such work connected with the operation of the treating plant where a test of the main tank was all that was required. Prior to the operation of the treating plant, each locomotive had to be treated and, in the case of Diesel electrics, some had two units requiring two tests. Because of the small amount of clerical work at the treating plant, the Clerks did not object to its performance by Machinist Helpers.

On February 7, 1951, the treating plant was destroyed by fire and the plant was not again operated until June 29, 1951. It was necessary, during the reconstruction of the treating plant, to return to the former method of water testing each unit of motive power as it was done by Clerks before the treating plant was placed in operation. The Clerks claim the exclusive right to perform this work.

There is no position listed or described in the scope rule of the Clerks' Agreement which makes the work of testing water and the reports incidental thereto the exclusive work of Clerks. The record shows that this work is performed by other crafts (Machinists, Laborers, Machinist Helpers, Electricians, Roundhouse Foremen and Supervisors) at other points on this Carrier. It appears clear to us that the work was not the exclusive work of any craft. Where work may properly be assigned to two or more crafts, an assignment to one does not have the effect of making it the exclusive work of that craft in the absence of a plain language indicating such an intent. Nor is the fact that work at one point is assigned to one craft for a long period of time of controlling importance when it appears that such work was assigned to different crafts at different points within the scope of the agreement. We conclude that the work here in question was not the exclusive work of Clerks on this Carrier. It was not a violation of the agreement to require Machinist Helpers to continue to do the work while the treating plant was being rehabilitated for service after the fire. Controlling awards sustaining this view are: Awards 4827, 4889, 5702, 6409, Third Division. Award 1626, Second Division.

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 Employees involved in this dispute are respectively carrier and employee 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: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 29th day of June, 1955.