

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Hubert Wyckoff, 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 Employees that the Carrier violated the Clerks' Agreement:

(1) When on January 25, 1954, and again on March 26, 1954, Carrier moved the records and arbitrarily required the performance of work normally attached to employees in the office of General Freight Agent, seniority district No. 19, and assigned such clerical work to be performed by employees in the office of General Traffic Manager, seniority district No. 8, all located in the city of St. Louis.

(2) That employees in seniority district No. 19, namely, Jack Bernard, L. E. Dolson, G. H. Stephens, F. R. Phelps, and T. P. Welch be compensated for wage loss sustained representing the equivalent number of hours at overtime rate for time worked by employees in seniority district No. 8 in the preparation of data (clerical work) incident to Carrier's petitioning for an increase in its switching rates.

NOTE: The wage losses sustained by the claimants to be determined by joint check of Carrier's records.

EMPLOYEES' STATEMENT OF FACTS: Commencing during the month of January 1954 Carrier prepared certain special data that it deemed necessary to support its request for an increase in switching rates. The preparation of this data here involved is clerical work. It emanates from the manifest books and other permanent records in the office of the General Freight Agent of the Carrier located at 438 South 12th Street, St. Louis. The normal clerical forces in this office number 43 employees. This clerical force is subdivided into several interdepartmental sections one of which is designated as the accounting force comprising when this dispute arose in January, 1954:

connection with the war effort and all available help was used as we were being pressed for the data. The studies made in 1951 and 1952 were for the purpose of accomplishing accounting simplification and, as accounting was involved, it was proper that accounting clerks do the work.

The question involved in this dispute has been before the Board before. Award 4643 is an exactly parallel case and the following from the Opinion of Board in that case is particularly apropos:

"The right to make the basic timekeeping records clearly belongs to timekeepers under their agreement and their assignment. So also does any regularly assigned work, bulletined and held by right of seniority, that may develop from subsequent operations growing out of the use of these records. That they could have made the report in question here more efficiently than others, as they claim, because of their familiarity with agreements, is not a matter that we are required to pass judgment upon. **The records, however, belong to the Carrier. They are made for its use in the conduct of its business. In the absence of a clear showing that this special work belongs exclusively to the Claimants, to be done by overtime as they claim, we conclude the Carrier did not violate the Agreement when it assembled this report as it did. See Award No. 4585. We distinguish the instant case from Award No. 4642. There the record clearly shows that claimant clerks had done all of the work in connection with previous similar duties.**" (Emphasis ours.)

The claimants all hold positions of accounting clerk, the duties of which comprise the accounting of the revenue of this company derived from switching operations and the preparation of records incident thereto. They performed all their assigned duties and worked the full hours of their assignments. Preparation of special reports, although sometimes required of them, is not included in bulletins covering their positions. It is the Employees' contention that the claimants should have performed the work on an overtime basis. The Board has held repeatedly that where the carrier can get work done at straight time rates without violating a provision of the agreement, which we have proved we did not, it is within its province to do so. See Award 4643 just mentioned and Awards 4969, 5109, 5331 and 5601.

There is no valid basis for the claim under the rules of the agreement and it should be denied.

All data submitted in support of Carrier's position has been presented to the duly authorized representative of the Employees and made a part of the particular question in dispute.

(Exhibits not reproduced)

OPINION OF BOARD: The General Freight Agent's office and the General Traffic Manager's office are separate seniority districts under the Agreement.

Claimants are part of the accounting force in the General Freight Agent's office. This force performs accounting work in connection with the billing, collection and payment of freight charges and prepares and maintains books and records, including the preparation of manifest sheets that show the movement, receiving and delivery time, switching charges, per diem charges and rental charges of all cars received and delivered by the Carrier.

The General Traffic Manager's office is constantly engaged in the preparation of studies of different kinds, the great preponderance of which are pursued independently of records in the General Freight Agent's office. This dispute arises in connection with a study made in the General Traffic Manager's office for the purpose of supporting a request to the Interstate Commerce Commission and the Public Service Commission for an increase in Missouri Switching rates.

The study involved the collection, by critical standards of comparison, of selective material and the grouping thereof so as to demonstrate desired facts and conclusions.

In order to make the study, information was needed from manifest books and records on file in the General Freight Agent's office. Accordingly these books and records were removed from the General Freight Agent's office to the General Traffic Manager's office where the employs in the latter office compiled the data for the study. This is the specific activity under claim.

No accounting as such was involved, all of that work having already been done by the accounting force in the General Freight Agent's office. The records were, therefore, complete and filed when taken from the General Freight Agent's office, which was the only available source of the data.

Claimants recognize the propriety of "the actual preparation of the request to the Commissions" by employes in the General Traffic Manager's office. The claim thus centers specifically upon assembling the data or picking out the information from the manifest records, which possibly could require (1) specialized knowledge of what data to select or, failing this, (2) the provision of a formula or formulas for the selection, classification and assembly of the data or, failing these two alternatives, (3) copying the manifest records.

The work under claim is not a part of the day-to-day regularly assigned duties of the accounting force. And although it involved the use of completed records prepared by the accounting force, the use was special and essentially related to the technique and purposes of the rate study rather than to the technique and purposes of the accounting force's assignment (Award 4643). For this reason, in 1951 and 1952 when the Carrier made studies for the purpose of accomplishing accounting simplification, special work such as that performed here was properly performed by the accounting force since the studies essentially involved accounting.

It is not established by the evidence in the record that the work under claim has in practice been performed by the accounting force.

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 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 19th day of March, 1956.