

Award No. 10680

Docket No. CL-10564

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

THE KANSAS CITY SOUTHERN RAILWAY COMPANY

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

(1) Carrier violated rules of the parties' agreement effective February 1, 1956, in the distribution of work normally assigned to position of General Clerk at Leesville, Louisiana, when it was normally abolished during period March 1, 1957, to August 7, 1957.

(2) L. C. Stell (and his successor(s) if there be any), regularly assigned Yard Clerk at Leesville, be paid a call equivalent to two hours at overtime rate for each date during period March 1, 1957, to and including August 7, 1957, that the Telegrapher at Leesville performed yard clerical work connected with the arrival and yarding of train known as the 'Dodger' between 6:00 and 8:00 P. M., work that was exclusively assigned to clerical forces prior to March 1, 1957, and since the reestablishment of the General Clerk position on August 7, 1957.

EMPLOYES' STATEMENT OF FACTS: Prior to March 1, 1957, the station force at Leesville, Louisiana, consisted of:

Agent

3 Telegraphers covering round-the-clock, 24 hour per day service

1 Cashier, 5-day per week position, 7:30 A. M. to 4:30 P. M.

1 General Clerk, 7-day per week position, 3:00 P. M. to 12 Mid.

1 Expense Bill Clerk, 5-day per week position, 7:30 A. M. to 4:30 P. M.

1 Yard Clerk, 7-day per week position, 5:00 A. M. to 2:00 P. M.

1 Check Clerk (Warehouse), 5-day per week position, 7:30 A. M. to 4:30 P. M.

1 Trucker, 5-day per week position, 7:30 A. M. to 4:30 P. M.

The General Clerk's position was nominally abolished effective March 1, 1957. Employees' Exhibit No. 1.

"We take these standards or tests to mean that the telegrapher may leave his desk to perform outside work provided his telegraphic duties are not interfered with in so doing (See Award 7186)."

While the foregoing was contained in a special board decision (S.B.A. 194, Award No. 11), its logic and consistency with good, sound reasoning cannot be depreciated because of the forum from which it issued. Applying same to the instant situation the telegraphic work of the operator was not interfered with.

See, also, Awards 8063 and 8064 of this Division and awards cited therein. See, also, Award 7975 holding that Telegraphers have the right to be heard in matters involving work which originally was performed by telegraphers, went to clerks when it became excessive, and reverted to telegraphers when the excess disappeared.

In Award 7, Special Board of Adjustment No. 169 (Referee Frank P. Douglass) it was stated, in denying a claim similar to the instant claim:

"In the instant case the clerical duties assigned to the operator cannot be said to be beyond a reasonable proximity of the operator's office although he was required to go out into the yard to check and do work. . . ."

Telegraphers have from the beginning of time accepted as part of their duties and have been required to perform work as a part of their duties that was not at the telegrapher's desk but was outside of the office but within a reasonable proximity of the office. Operators have always, when time permitted, assisted in loading and unloading head end of passenger train, handling baggage in the baggage room, and doing other work that, of necessity, took him away from his desk during the time of that performance.

In addition to the foregoing, Carrier excepts to Employees making claim in favor of "successors if there be any". Such a claim is neither adequately specific nor proper. A carrier is not obliged to countenance indefinite claims. See Awards 5161, 6290, 6348, 6486, 6528 and 7465.

The claim should be denied.

All data contained herein are known or have been made known to representatives of claimant and petitioning organization, in conference and by correspondence, as is shown by Exhibits 1 to 4, attached hereto and made a part hereof.

(Exhibits not reproduced.)

OPINION OF BOARD: March 1, 1957 to August 7, 1957 the position of General Clerk at Leesville, Louisiana was abolished by Carrier. The yard work connected with the train called "Dodger" had previously been performed by the General Clerk. When the position was abolished the said work was assigned to the Telegraph Operator.

Petitioner contends that Carrier violated the Scope Rule which provides:

"These rules shall govern the hours of service and working conditions of all employees of the craft or class of clerical office, station

and storehouse employes of the Kansas City Southern Railway Company and the Louisiana and Arkansas Railway Company.”

The Carrier contends that the Employes do not have the exclusive right to perform such work, but that Carrier does have the right to assign such work to the Telegraph Operator.

The issue is joined and we must determine if Carrier does have such right. The Scope Rule is vague in terms and therefore does not confer exclusive jurisdiction. (See Award 6824-Shake). The Petitioner fails to prove, that through practice, the work has become exclusively reserved to Employes.

Therefore it is the opinion of the Board that Employes did not have exclusive jurisdiction and that so long as the work was within reasonable proximity of the Telegraph Operator's Office, it was properly assigned. (In our judgment the yard is in reasonable proximity).

For the foregoing reasons we believe there has been no violation of the Agreement.

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of July 1962.