



Award No. 15393

Docket No. CL-15373

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Hamilton, Referee

PARTIES TO DISPUTE:

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

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5708) that:

1. The Carrier violated the current Agreement between the parties when it required or permitted yardmasters and other supervisory personnel to perform the work to which clerical employees were entitled and which for many years had been exclusively assigned to and performed by clerical employees covered by our agreement prior to the abolishment of Positions 15, 16, 32 and 7 on or about October 14, 1963 at Memphis, Tennessee.

2. The work of checking cars interchanged between the Illinois Central, St. Louis-Southwestern and Rock Island Railroads; checking interchange of tracks where deliveries are made to the Frisco; weighing of cars for revenue purposes; icing cars of perishable freight and preparing reports in connection therewith; the installation of heaters in perishable cars and preparation of those reports; carding carloads from connecting lines and inbound trains from which cars are set out at Georgia Street for spotting at industries; maintaining records of refrigerator cars; checking of all cars from Kansas Avenue, Presidents Island and other industries in the general vicinity; preparing lists on same and in turn telephoning the information to the clerk on duty in the Car Inventory Room located at Tennessee Yard, Capleville, Tennessee; ground checking industries at Swift Feed Mills, Three States Supply, Porter Street track and Calhoun Team Track and preparing lists on same; ground checking cars in fills for outbound trains and preparing lists on same; be restored to Group 1 employees of our craft or class.

3. C. R. McClure, Yard Clerk, now be allowed one day's pay at the rate of \$20.06 per day for October 15, 1963 and each succeeding date on which the violation continues to exist until corrected.

4. J. C. Morton, Yard Clerk, now be allowed one day's pay at the rate of \$20.06 per day for October 14, 1963 and each succeeding date on which the violation continues to exist until corrected.

5. R. C. Morrison, Yard Clerk, now be allowed one day's pay at the rate of \$20.06 per day for October 14, 1963 and each succeeding date on which the violation continues to exist until corrected.

6. E. K. Cope, Jr., Relief Yard Clerk, now be allowed one day's pay at the rate of \$20.06 per day for October 16, 1963 and each succeeding date on which the violation continues to exist until corrected.

EMPLOYEES' STATEMENT OF FACTS: For many years or as long as there is any record, the work of checking cars in inbound and outbound trains, cars received from connecting lines, in yard tracks and at industries by on-the-ground check has been attached to and performed as a part of the duties of clerical employees at Memphis, Tennessee as at other points on the Carrier's property, and particularly in Terminals.

On or about July 1, 1962, the Carrier inaugurated a so-called system of Perpetual Car Inventory and Mechanized Yard Check (See Employees' Exhibit 1) which contains instructions regarding this new system at Memphis, Tennessee. The theory of this system was to enable the Carrier to know at all times the exact location of cars after receipt at interchange points and in the Terminal by use of reports and records made by IBM equipment without making any actual on-the-ground checks to determine the locations of cars except as provided on Page 2 of the instructions listed as our Exhibit 1, under the heading: "Cuts Received At Yale And Georgia Street From Industry" which reads as follows:

"1. Walking ground check will be made, listing car initial and number, whether load or empty, on Form CT-72, four copies. If empty, show size and class if available.

2. List will be completed as to contents and destination from side cards or information previously phoned from Tennessee Yard.

3. List of ground check will be phoned to clerk in Inventory Room.

4. Give all copies of list with carbons intact to Yardmaster.

5. Yardmaster will properly mark list showing where cuts are to be made, which end of yard the switching is to be performed and track number each car is to be switched into."

Also, on Pages 2 and 3 of Employees' Exhibit No. 1, under the heading: "Cuts Received At Yale And Georgia Street From Connection," the employees are instructed as follows:

"1. When waybills or switch tickets are received ahead of cars, notation will be made of sawe and kept on waybills ahead of file by ending car number digit. Such waybills will then be sent to proper office (freight office or Tennessee Yard) by messenger.

2. When cut of cars is received from connecting line, walking ground check will be made, listing car initial and number, whether load or empty, on Form CT-73, four copies. If empty, show size and class if available. On cars destined industry located on the Frisco at Memphis,

mitted the mechanization of many yard clerical functions. The punch card system enables the clerical force stationed in the Tennessee Yard Office to maintain a perpetual car location, car inventory and yard check. This system has eliminated many manual yard checking functions and has permitted the discontinuance of the yard clerical positions in Georgia Street Yard which is the subject of this claim.

OPINION OF BOARD: The facts in this claim indicate that the Carrier built a modern hump yard at Tennessee Yard, replacing Yale Yard, as the principal classification yard in Memphis for making and breaking trains. Carrier further moved its freight station operations from the Georgia Street Yard to the Yale Yard. Then, Carrier installed a modern IBM punch card system, which resulted in the elimination of some yard checking duties. The Carrier then abolished certain clerical positions at the Georgia Street Yard.

The Organization contends that after the Carrier abolished the clerical positions, the work previously performed by the occupants of said positions, remained to be performed. And further, that after these positions were abolished, the work was performed by yardmasters and supervisory personnel during their respective tours of duty in violation of the Scope Rule and is not work incidental to said employees' primary duties and work assignments. Although the Petitioner has asserted that yardmasters and supervisory personnel have performed the work in dispute, the record indicates that most of the evidence which they rely upon, is inadmissible for the reason that the same was not submitted to the Carrier during the handling on the property.

However, the Carrier has denied the assertion of the Organization and therefore, the burden of proving such assertion rests squarely on the Petitioner. It appears that even if the evidence submitted were admissible, it totally fails to support and substantiate Petitioner's position.

We are of the opinion, that having found a failure on the part of the Organization to sustain its burden of proving the assertions on which the case is progressed, it is unnecessary to review the other arguments made in the claim, and the same will therefore be denied.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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 9th day of March 1967.

Keenan Printing Co., Chicago, Ill.

Printed in U.S.A.