



Award No. 16999
Docket No. CL-17458

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John J. McGovern, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6368) that:

(a) Carrier violated the Agreement at Atlanta, Georgia, when it required or permitted Mr. M. A. Burnett, Assistant Agent-Terminal Supervisor, to perform schedule clerical work by checking and tracing car records and 'phoning them to the Control Center, performing the duties of Chief Yard Clerk and other clerical duties.

(b) Carrier shall now be required to compensate Mr. N. L. Garvin at time and one-half his regular rate for one day's pay for October 16, 1965.

EMPLOYES' STATEMENT OF FACTS: This dispute is between the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees as the representative of the Class or Craft of employees in which the claimant in this case held position and the Southern Railway Company.

Mr. N. L. Garvin is carried on the Southern Railway System, Eastern Lines, Atlanta Division, Seniority Roster—Group 1 Clerks, with a seniority date of January 1, 1949. He, at the time of this claim, had been an employee of the Southern Railway Company for more than seventeen years.

For many years, further back than many of the present employees can remember, there were at the various Yard Offices, scheduled clerical positions known and referred to as Record Clerks, which kept in a Camp Book records of freight cars arriving and reparting from a terminal, freight cars placed in and pulled from industries and all other movements of these cars. These Record Clerks were called upon for records of car movements by the Car Department, Traffic Department, Freight Agencies and other departments of the Carrier. They had many calls from shippers regarding the arrival of cars at a terminal, the departure of cars from a terminal, the placement of cars in an industry and pulling of cars from an industry. They were also called on for information concerning delays to shipments, the anticipated time of

"RULE 2.

**DEFINITION OF EACH GROUP OF EMPLOYES AS
COVERED BY RESPECTIVE SECTIONS
OF SCOPE RULES**

(a) (Revised, effective October 1, 1938) Clerical Workers — Employees who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, rendition of bills, reports and statements, handling of correspondence and similar work, including Depot Ticket Agents and Depot Baggage Agents.

(b) (Revised, effective October 1, 1938) Machine Operators — Employees who regularly devote not less than four (4) hours per day to the operation of office or station mechanical equipment requiring special skill and training — such as typewriters, calculating machines, bookkeeping machines, dictaphones and other similar equipment, not including those specified under paragraph (d) of this rule.

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"RULE 3. EFFECTIVE DATE

(Revised, effective October 1, 1938)

This agreement becomes effective October 1, 1938, and supersedes and cancels all former agreements but does not, unless rules are specifically changed, alter practices or working conditions established by or under former agreements."

OPINION OF BOARD: This is a case where Supervisory personnel of the Carrier were required to check certain clerical records previously compiled by clerks to determine why certain cars were delayed, etc. The claim is for time and a half for October 16, 1965, since Claimant had already worked his 7:00 A. M. to 4:00 P. M. assignment at the time the Supervisor checked the records in question.

Petitioner on behalf of Claimant has alleged a violation of the Scope and other rules of the Agreement. If this were an issue wherein it was alleged that the Supervisor had initially compiled clerical records, then we would of necessity examine the Scope Rule, past practice of the parties, etc., but we consider this to be unnecessary in this instance. This is simply a case in which the Supervisor checked records previously compiled by clerks and we can find no prohibition in this Agreement preventing such action. We will deny the claim.

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 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 25th day of March 1969.