



Award Number 17358

Docket Number CL-17475

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAM-
SHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES**

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6370) that:

1. Carrier violated the Clerks' Rules Agreement at Davenport, Iowa, when on October 3, 4, 5, 6 and 7, 1966 it required or permitted the Freight Agent and/or Trainmaster, who are employees outside the scope and application of the Clerks' Agreement, to perform Messenger work covered thereby.
2. Carrier shall now compensate employee Harold D. Vannoy two (2) hours pay at the time and one-half rate of Position 21410 for October 3, 4, 5, 6 and 7, 1966 and for all subsequent dates that the violation continues.

EMPLOYEES' STATEMENT OF FACTS: Prior to January 21, 1966 the Carrier maintained a Yard Clerical force at Gaines Yard, Davenport, and all messenger work in connection therewith was assigned to and exclusively performed by clerical forces. See copy of statement from employee Harold D. Vannoy and employee Edward Miller attached as Employees' Exhibits "A" and "B" respectively.

Following the closing of the Gaines Street Yard Office effective January 21, 1966, employee Vannoy, the occupant of Warehouse Foreman Position 21410 at Davenport, was assigned the work of delivering waybills and mail from the Local freight house to the Nahant Yard Office and for the use of his automobile in making such deliveries was paid an auto allowance of \$2.25 per round trip. Copies of check stubs covering auto allowances are attached as Employees' Exhibit "C".

This arrangement continued in effect until October 1, 1966. Since that date the messenger work has been performed by the Agent and/or the Trainmaster at Davenport, Iowa.

Claim for two hours at the time and one-half rate of his Warehouse Foreman Position 21410 for October 3, 4, 5, 6 and 7, 1966 and all subsequent days that the violation continues was filed by employee Vannoy and was declined by Superintendent L. H. Walleen in his letter of November 8, 1966.

THIRD DIVISION AWARD NO. 7031:

"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."

OPINION OF BOARD: The Scope Rule herein is general. The disputed work consisted of moving company mail and waybills between the two yard offices and the freight office at Davenport. Carrier showed on the property that the contested work had not been exclusively done by members of the complaining craft but had been handled by various other personnel. The claim will accordingly be disallowed.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of July 1969.