



Award Number 17467

Docket Number CL-18056

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

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

THE ALTON AND SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6538) that:

- (a) Carrier violated the rules of the current Clerks' Agreement at East St. Louis, Illinois, when on November 1, 1967, it had the work of making records of cars in intra and inter plant movements to be used by the Demurrage Clerk in preparing his records and charges performed by employees of the Carrier not subject to the scope and application of the Clerks' Agreement, and that:
- (b) Mr. Brandlen shall now be allowed eight hours pay as reparation for this violation of the Clerks' Agreement on November 1, 1967.

EMPLOYEES' STATEMENT OF FACTS: At East St. Louis for many years prior to July 9, 1957, the effective date of the current Clerks' Agreement, and subsequent thereto, the work of checking industries on the South End and the making of records of inter and intra plant movement of cars for use by the Demurrage Clerk in preparing his records and charges was performed exclusively by employees subject to the scope and application of the Clerks' Agreement. In support of this statement attached hereto as Employees' Exhibit "A" is a copy of a letter from the Claimant attesting to the fact that this work has been performed by Clerks for the past 35 years.

On November 1, 1967, this work was assigned to and performed by Yard Foreman (Switchmen), employees of the Carrier not subject to the scope and application of the Clerks' Agreement.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS:

1. The applicable Agreement between The Alton & Southern Railway Company and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, effective July 9, 1957, as amended, is on file with the Executive Secretary of the Third Division, and by reference is adopted for the purpose of this Submission.

2. When a cut of cars is made up in our yard for an industry crew to handle out of the yard for delivery to an industry or industries, a yard

on cars handled by his crew from one industry to another during his tour of duty (Exhibit "B").

11. The claim was denied by Carrier in letter of November 9, 1967 (Exhibit "C") reading in pertinent part as follows:

"The work performed by switchmen upon which you are apparently basing your claim is not clerical work. Switching crews on this property, as well as on all railroads, may properly be required to keep a record of the cars in their charge. In this case, our industrial crews are keeping track of the cars that they move from one track to another in an industry, and cars that they move from industry to industry, so that we may collect switching charges on such movements. There is nothing improper about it, and there is no violation of any rule of the current agreement between this company and the clerks."

12. The claim was appealed by Local Chairman McGee in letter of January 29, 1968 (Exhibit "D") claiming eight hours each day "for switchmen doing clerk work".

13. The claim was appealed to the Assistant General Manager, the Carrier's highest designated officer, who denied the claim in letter attached (Exhibit "E"). The dispute was not settled on the property, and we are in receipt of a copy of the Clerks' Notice Of Intent to progress the claims to the Board.

(Exhibits not reproduced)

OPINION OF BOARD: The claim in this docket arose because conductors, in switching industries, keep a record of cars they handle which are not shown on the switch list. The record reveals that a yard clerk prepares the switch list covering cars departing from the yard for delivery to various industries. As the cars are delivered, the conductor records on the switch list the time of their delivery to each industry. In addition, during his tour of duty, a conductor will handle cars which are not shown on the switch list and he records that information on the switch list. Because a yard clerk no longer makes a physical check of industry tracks and information on the switch list is used to assess demurrage and make reports, the Employees contend that conductors, employees not covered by the Agreement, are performing work covered by the Agreement.

We do not view the facts in this case as establishing a violation of Rule 1 or any other rule in the Agreement. Specifically, no work covered by the Agreement was transferred to employees not covered thereby. Rather, there was an elimination of a duplication of work. There is no evidence in the record that conductors are making a physical check of yards or industries. Further, the record reveals that, incident to their duties, switchmen have always made a record of cars they handled. Nothing in the Agreement prohibits Carrier from using data on the switch list for the preparation of reports.

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 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.

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 18th day of September 1969.