



Award Number 17469

Docket Number CL-18060

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-6539) that:

- (a) Carrier violated the current Clerks' Agreement on March 23, 1967 by unilaterally permitting a Trainmaster, an employee not subject to the scope and application of the Agreement, to perform clerical work previously performed by employees subject to the scope and application of the Agreement.
- (b) Mr. Larry Browne shall now be allowed eight hours pay as reparation for the violation of the Clerks' Agreement on March 23, 1967.

EMPLOYEES' STATEMENT OF FACTS: Prior to March 23, 1967, employees subject to the scope and application of the Clerks' Agreement checked the C&NW Connection for the purpose of determining the position of "Block Freight" and cars loaded with automobiles on the connection, and the routing of such cars or "Block Freight".

When this work was completed the Yardmaster was advised with regard thereto and he made direct deliveries on the basis of this information before the other cars from the connection were brought into the yards.

On March 23, 1967, Trainmaster E. Ross, performed this work and furnished the Yardmaster with the information necessary to permit making direct deliveries before the cars from the connection were brought into the yards.

Clerk L. Browne was available to perform this work on March 23, 1967.

(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.

way bills. The claim was appealed to the Assistant General Manager, who denied it in letter of December 11, 1967, stating in part:

"An investigation of this matter discloses that Trainmaster Ross did not perform clerical work when he determined information on the routing of automobile cars coming from the C&NW Railroad. Clerical work is clearly defined in Rule 1, Paragraph (b) (1) of the current agreement between this carrier and your organization.

For the foregoing reason this claim was declined."

(Exhibit "A".)

11. The claim was again declined by the Assistant General Manager in conference on April 11, 1968 (Exhibit "B").

12. The claim was not settled by the parties, and we are in receipt of a copy of the Clerks' Notice Of Intent to file a claim with your Board.

(Exhibits not reproduced)

OPINION OF BOARD: The claim in this docket is based on the contention that, on the claim date, a Trainmaster checked the C&NW connection to determine the position and routing of certain cars.

There is no evidence in this record that the Trainmaster made a physical check of the C&NW connection. The record does evidence that, while at the C&NW connection, the Trainmaster looked at the waybills and instructed the crew to deliver certain cars direct to the L&N connection. We think this was a proper exercise of the Trainmaster's supervisory responsibility. The record supports this view because it also evidences that the waybills were not delivered with the cars, but were handled by clerical employes in the yard office who split the bills, made the interchange sheet and made delivery of the bills and the interchange sheet to the L&N. Accordingly, based on the record in this docket we perceive no violation of the Agreement.

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 18th day of September 1969.