



Award No. 18970
Docket No. CL-19169

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Clement P. Cull, Referee

PARTIES TO DISPUTE:

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

PENN CENTRAL TRANSPORTATION COMPANY, Debtor

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood GL-6904 that:

(1) Carrier violated the current Agreement between the parties effective September 15, 1957, when on August 25, 1969, Carrier unilaterally transferred six hours of work properly belonging to Clerical positions to eight Shop Foremen at the Stamford Shop.

(2) Carrier shall now compensate Claimant, Mr. R. Cremmins, Clerk-Timekeeper, seniority date 3-5-68 at the Stamford Shop, six hours' pay at the time and one-half hourly rate, for a total of \$31.08 per day commencing August 25, 1969, and to continue to September 20, 1969.

(3) Carrier shall now compensate Claimant, Mr. P. J. O'Leary, Clerk-Timekeeper, seniority date 7-24-66, and or his successors at the Stamford Shop six hours' pay at the time and one-half hourly rate for a total of \$31.08 per day commencing September 21, 1969, and to continue in effect until February 16, 1970, the date he resigned from the service.

(4) Carrier shall now compensate Claimant, Mr. R. Cremmins, Clerk-Timekeeper, seniority date 3-5-68, at the Stamford Shop six hours' pay at the time and one-half hourly rate, for a total of \$31.08 per day commencing February 23, 1970, and to continue in effect until the violation is corrected.

EMPLOYES' STATEMENT OF FACTS: Carrier employs at Stamford Shop eight (8) Shop Foremen, seven (7) clerical employees and approximately one hundred and fifty-two (152) shop craft employees.

Effective July 6, 1969, the Clerk-Timekeepers were notified timekeeping at the Stamford Shops would be placed on an IBM Time-Card system and the daily recording of time and labor distribution would no longer be handled by the clerical forces there but transferred from our craft and class and assigned to Shop Foremen.

"A" — General Chairman's appeal - Railroad Docket 11497-NH

"B" — Carrier's Decision

"C" — General Chairman's appeal - Railroad Docket 11499-NH

"D" — Carrier's Decision

Copy of the Agreement between the parties, dated September 15, 1957, as amended, is on file with your Board and is, by reference, made a part of this Submission.

(Exhibits not reproduced.)

OPINION OF BOARD: The facts are not in dispute. Beginning in July 1969, the Gang Foremen at the Carrier's Stamford Shops began to complete Daily Time Card - Form Ad-2500-D for each employe under their supervision. Prior to the change in the record keeping system and the introduction of Form Ad-2500-D, Gang Foremen had advised the Clerk-Timekeeper of the hours worked by the employes under their supervision and the Clerk-Timekeeper completed Form 6374-2 Payroll Time Report for each employe weekly. The information for this form was obtained by the Gang Foremen from time records maintained by them during the week.

The Organization makes no claim that the maintenance of time records by the Gang Foreman during the week for those employes under their supervision, which records form the basis for the time record information in Form 6374-2 and Ad-2500-D, was violative of the agreement. It is admitted that the introduction of Form Ad-2500-D did not change the responsibility of Employes for maintaining shop record books reflecting the information on the time cards and Employes continue to do this work as heretofore.

The crux of the matter is the preparation of Daily Time Card - Form Ad-2500-D, which requires daily time information to be given to the Clerk-Timekeeper, rather than weekly at which time the Clerk-Timekeeper would prepare Form 6374-2, from the information given him by the Gang Foremen.

The record is devoid of any probative evidence to show that the Claimants were in any way prejudiced by loss of time by reason of the change.

There can be no question that timekeeping work and the keeping of records with relation thereto is work of the Employes and the mere fact that some incidental time keeping is done by Foremen for the men under their supervision does not serve to establish the precedent that such work is shared with others outside the agreement nor does it diminish the effectiveness of the Scope Rule. Thus under the circumstances of this case, although we dismiss on other grounds, where the dispute concerned the discontinuance of work formerly performed by Employes, Carrier's arguments that the Organization must prove exclusivity are inapplicable.

In essence the Gang Foremen are now doing what, in effect, they were doing weekly. The work which the Gang Foremen are doing is essentially the same as the maintenance of time records for their men, which is not under attack, and is, we find, incidental to their duties as Foremen. Thus the claim will 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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1972.