

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19215
Docket Number CL-19115

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6871)
that:

1. Carrier violated the Clerks' Agreement when, on December 11, 12, 13, 14, 17, 18, 19, 21, 24, 25, 26, 27, 28 and 31, 1968, it removed from the scope and operation of the Clerks' Agreement the clerical work of checking and listing of freight cars on tracks 16 and 17 in the Lesperance Street Yard, St. Louis Terminal, and required Car Inspectors, employees of another class and craft, to perform that clerical work in violation of Rules 1, 2, 3, 5, 8, 25, 45 and related rules of the Clerks' Agreement.

2. The Carrier shall be required to compensate Mr. R. N. Mesz, Yard Clerk at Lesperance Street Yard, St. Louis Terminal, St. Louis, Missouri, for eight hours at the punitive rate of \$37.59, for each of the fourteen dates set forth in No. 1 above, amount \$526.26.

OPINION OF BOARD: Carrier requires its Car Inspector to prepare a report of mechanical inspections and loading classifications of empty freight cars. The list is sent to the T.C.C. clerk so that he may run a list to be used for operational purposes.

The Organization does not allege that it is a violation of the Agreement for the Carman to inspect and classify cars, or that making a list while so engaged is a violation of the Clerks' Agreement per se. It does, however, contend that it is a violation of the Clerks' Agreement to use the Carman's list for operational purposes. So while it raises no objection to the Carman making an inspection it does object to using the list in a fashion which makes it unnecessary for the Yard Clerk to make a physical check of the Yard.

The record shows that the Carman lists the Carrier, car number, kind and physical condition of the car. This information is required in order to determine whether the car is in suitable condition for loading and to have necessary repairs carried out if it is not. The Organization does not allege that this list is not a necessary part of the Carman's work, or that it contains information not related to his function. As indicated, the complaint is that the later use of the list by TCC clerks makes it unnecessary for them to make a physical Yard check.

It is the Board's opinion that the subsequent use of the Carman's list by Yard Clerks in no way violates the Clerks' Agreement. The Board reaches that conclusion, in this case, because the list is simply the result of the performance of the normal duties of the Carman, and its later use in clerical operations is not prohibited by any rule in 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:

E. A. Kellum
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1972.