

RATIONALRAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21866
Docket Number CL-21619

Robert W. Smedley, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
PARTIES TO DISPUTE: (
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8112)that:

1. The Carrier violated and continues to violate the rules of the effective Clerks' Agreement when, commencing on or about February 10, 1975, it required and/or permitted **employees** outside the scope of the **Agreement** to perform **work** reserved exclusively for employees **fully** covered thereby.

2. The Carrier shall now be required to **compensate** the **following** named **employees** for eight (8) hours' pay **at** the time and one-half rate of an Industrial Information Clerk position for each of the dates enumerated below:

J. Slowinski - February 10, 13, 17, 20, 21, 24, 27,
March 3, 6, 7 and 13, 1975;

J. Bowens - February 11, 12, 18, 19, 25, 26, March
4, 5, 11, 12, 18 and 19, 1975;

R. Zahorcik - February 16, 23, March 2, 9 and 16, 1975;

A. DeSouza - February 14, 28 and March 14, 1975

3. The Carrier shall now be required to compensate the senior available off-duty employe for eight (8) hours' pay at the **time** and one-half rate of an Industrial **Information** Clerk position for each and every date subsequent to those listed in part 2 hereof, that a like violation occurs. **Claimants** and dates to be determined by a joint check of the Carrier's records.

OPINION OF BOARD: The complaint is that supervisors Rodriguez and **McCray** performed clerks' duties in searching computerized records for errors.

That the work **was** supervisory in nature is best illustrated by the **following statement** in the **employees'** rebuttal brief:

"Essentially, the work that is **being** performed by Messrs. **McCray** and Rodriguez. is tracing of **cars for** incorrect records."

The **employees** then argue that this is obviously routine clerical work. We would agree, if proven, that supervisors cannot be **permitted** to supplant the scope agreement. Clerical work, including "looking for **errors,**" **belongs to** the clerks. But that is not to say that supervisors **cannot** also look. The very essence of supervision is to **look** into the bowels of the operation when time **and** opportunity permits. The evidence is that the supervisors found some errors and issued **reprimands** therefor. Clerks were also assigned to assist this effort, and did.

The assertion that the supervisors took over clerks' duties fails for **lack of** proof under this record, **unless** we were to hold, which we cannot, that a supervisor can never do a clerk's chore, even on a spot-check basis. See Awards **16452 (Dugan)** and **20290 (Sickles)** and awards cited therein.

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

The agreement was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1978.