

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award Number 24282
Docket Number cL-24140

Herbert L. Marx, Jr., Referee

PARTIES TO DISPUTE: (**Brotherhood** of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
(Port Terminal Railroad Association

STATEMENT OF CLAIM: **Claim** of the System **Committee** of the Brotherhood (GL-9505)
that:

(1) The **Port** Terminal Railroad Association violated the Rules of the current Agreement between the parties including, but not limited to **Rule 1** (SCOPE) when **on** July **7, 1980**, it **allowed**, permitted, and/or required Supervisor of Transportation G. R. Dehart to perform clerical duties **of** receiving and preparing spot car order from All States Steel Company at **Houston**, Texas.

(2) **The** Association shall compensate Clerk **H. R. Hudman, Houston**, Texas for eight (8) hours' pay at the time and one-half rate of the Chief Clerk's Position for July **7, 1980**, for this violation.

• **OPINION OF BOARD:** The Association **is** accused of violating the Organization's scope rule by having its Supervisor of Transportation "perform clerical duties of receiving and preparing spot car order". The Organization states this work is identical with "taking and making switch orders on loaded and empty cars from **customers**" and argues -- **without contradiction** by the Association -- that this is work "traditionally **performed** by clerical **employees**" represented by the Organization.

The Board perceives no genuine dispute as to the scope of work protected by Rules 1 and 2. The **narrow** question centers on the precise nature of the function performed by the Supervisor of Transportation. The Organization's evidence, not disputed by the Association, is a memo handwritten by the Supervisor which reads, as best **as** can be determined:

"All Conc'd

All States Steel --

Still needs **following** car . . . **SP340511** EG . . ."

Added to this note is evidence of the subsequent action taken by appropriate employees to furnish two cars in lieu of the requested car. **This** note is the sole basis of the claim.

Analysis of the note leads to the conclusion that this was not an original order to "spot" a car, which work would normally be performed by a clerical employee. The use of the word "Still" indicates that **it** is a written reminder to "all concerned" that a previous order had not yet been fulfilled.

On this basis, the Organization has failed to show that the Supervisor had, in fact, taken over the assigned work of a clerk. Rather, all that is demonstrated is that he was exercising his supervisory function as a reminder concerning an incomplete assignment.

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**

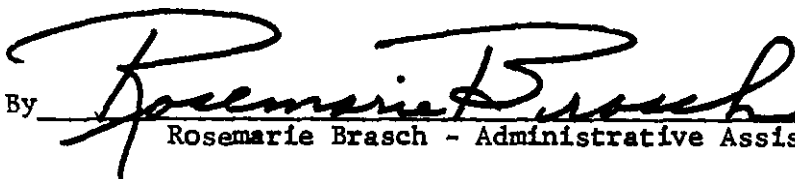
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 31st day of March 1983.

