

Award No. 2387

Docket No. CL-2381

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward F. Carter, Referee

PARTIES TO DISPUTE:

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

GULF COAST LINES

**INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY**

**SAN ANTONIO, UVALDE & GULF RAILROAD COMPANY
SUGARLAND RAILWAY COMPANY**

ASHERTON & GULF RAILWAY COMPANY

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Clerks' Agreement by removing from the scope and operation of that agreement the work of typing and hectographing Mechanical Department reports, and having such work performed by another Carrier. Also .

(b) Claim that the Carrier be required to restore all of the work involved to the seniority district from which it was removed.

EMPLOYEES' STATEMENT OF FACTS: Prior to April 1942 the Mechanical Department reports involved in this claim were all typed and hectographed in the Typing Bureau at Houston, Texas, after they had been compiled in pencil by employees in the Mechanical Department.

Beginning about April 1, 1942, instructions were issued that the typing and hectographing of these reports would not thereafter be performed in the Typing Bureau at Houston, Texas—that such work would be performed by the Missouri Pacific Railroad Company (a foreign line) at St. Louis. These instructions were issued and the change made without the employees even being advised.

Claim was filed on June 5, 1942, and on October 16, 1942, the Carrier advised that the work would be restored to the Typing Bureau at Houston, Texas.

Subsequent investigation developed that only a **part** of the work was restored to the Typing Bureau—that the hectographing of the Mechanical Superintendent's reports is still being performed by the Missouri Pacific Railroad at St. Louis.

as was necessary to have the Texas-Louisiana Mechanical Reports run-off on the hectograph machine in the Houston office. On November 25, 1942, Chief Personnel Officer advised the General Chairman, he was not agreeable to making any further changes in the handling of the reports, therefore, the only question now in dispute is that of running off the required number of hectograph copies from the master hectograph sheet in the St. Louis office for distribution to all concerned.

In order that your Honorable Board may understand just what is involved in this case, Carrier is herewith submitting its Exhibit No. 1, which is a hectograph copy of one of the reports involved in this case. Estimated time required to run-off the required number of copies of all of the reports for the Texas Lines by office boy is one hour and 20 minutes monthly.

POSITION OF CARRIER: As indicated in the Carrier's Statement of Facts all the work required to compile the reports of the Texas-Louisiana Lines is being performed in the Houston Office with the exception of running-off the required number on the hectograph machine for distribution, which consumes approximately one hour and 20 minutes per month.

There has been no reduction in force in Houston office, nor loss of time by any employees on account of the small amount of work required to run these reports off on the hectograph machine in St. Louis as indicated above.

It is the position of the Carrier that the performance of the work herein involved in the St. Louis office is not in violation of any rules contained in the Agreement with the Clerks' Organization and based upon the facts herein submitted the Carrier respectfully petitions your Honorable Board to deny the claim.

OPINION OF BOARD: Prior to April 1942, the Mechanical Department reports involved in this dispute were typed and hectographed in the typing bureau at Houston, Texas. After April 1, 1942, the Carrier directed the work to be performed by the Missouri Pacific Railroad Company at St. Louis, Missouri. After complaint was made, the typing was restored to the typing bureau at Houston, but the hectographing was retained at St. Louis at the Carrier's direction. The Organization contends that this is a violation of its contract with the Carrier.

The Carrier assumes the position that as the transfer of this work to a foreign railroad at St. Louis did not result in a reduction of force, no one was injured thereby and there could be no violation of the Agreement.

The record indicates that the hectographing requires only one hour and twenty minutes time of an office boy each month. In any event, the work involved in the claim appears very small. That it was work within the scope of the Clerks' Agreement cannot be questioned. That the Carrier cannot farm this work, or any part of it, to a person not covered by the Clerks' Agreement without violating that Agreement has been decided by this Division on numerous occasions. See Awards 2005, 1808 and 1673. The fact that the amount of work involved is small, or that no reduction of force resulted does not change the meaning of the Clerks' Agreement. The applicable schedule makes no exceptions in these respects. We can see where one assignment of a small amount of Clerks' work would cause no appreciable injury to the employees under the Clerks' Agreement. But the cumulative effect of a number of such assignments could well eliminate an otherwise required force increase or result in a reduction of force. The contract of the parties reserves all clerical work within the scope of the Clerks' Agreement to clerks unless there is a definite exclusion, whether or not it is large or small and whether or not it increases, decreases or maintains the force as before. There is no evidence tending to show that this work was within any recognized exclusion from the scope of the Clerks' Agreement as interpreted by this Division. The hectographing is clearly clerks' work under the Clerks' Agreement which cannot be properly assigned to one not under that Agreement.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employes involved in this dispute are respectively carrier and employes 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 Carrier cannot properly assign work reserved to Clerks to a foreign railroad and when it does so, it constitutes a violation of the Clerks' Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 19th day of November, 1943.