

**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**

LEHIGH VALLEY RAILROAD COMPANY

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

1. That the assignment of clerical work, hereinafter stipulated, to employees not covered by the Clerks' Agreement, namely, Carmen, is violative of the current Clerks' Agreement.
2. That the Carrier restore to the scope and operation of the Clerks' Agreement, all of the incidental clerical work, as set forth in the Statement of Facts, thereto remain until removed therefrom by the proper processes set forth in the Agreement (Rule 82) and the Railway Labor Act—Amended 1934.
3. That such clerical duties now be assigned to and performed by Clerks in the Wyoming Seniority District.
4. That the said position of Car Clerk, be advertised and assigned under the rules of the Clerks' Agreement.
5. That all employees adversely affected by the Carrier's action in assigning the said work and duties to positions and/or persons not covered by the clerical agreement, be reimbursed for all monetary losses, retroactive to April 10, 1945.

EMPLOYEES' STATEMENT OF FACTS: "At Coxton, Pa., the Carrier maintains a Car Foreman's Office. Prior to January 1, 1932, a clerical position was maintained in that office, rate \$112.00 per month; assigned hours, 7:15 A.M. to 4:00 P.M., 45 minutes lunch period.

Effective January 1, 1932, the Carrier nominally discontinued the position, while the duties of the position remained in effect.

The position was under the scope of the agreement held by the Brotherhood of Railway Clerks' prior to June 1923; and under the scope of the agreement held by the Association of Lehigh Valley Railroad Clerks' from June 1923 to June 1937; and under the scope of the agreement held by the Brotherhood of Railway Clerks' since July 1937.

The question of restoring the position and assigning the clerical work to employees under the Clerks' Agreement, has been a subject of correspond-

is no provision in existing Clerks' Rules which would in any way suggest that telephoning information of this kind is restricted to clerks and cannot be performed by Foreman and others.

In the claim that clerical workers should prepare A.A.R. billing, Forms MP 93 and 93A, the Carrier maintains to do this would serve no purpose other than to create additional unnecessary work and expense, as any work of this kind performed by clerk would be duplication of the carman's work. It is required, in making repairs to foreign cars, that qualified car inspector determine what repairs are required, make or arrange for the repairs and, after same have been completed, inspect work performed to know that repairs have been made and material to be billed for used in making repairs, and then prepare billing information accordingly over his personal signature for further handling through the Accounting Department.

The contention of the Employees that Carrier removed clerical work from the scope and operation of their existing agreement is not a fact. The alleged clerical work being performed by others at this point is such that it is only incidental to the duties of the positions performing it, and was not a part of any clerical position when the present existing agreement was negotiated, and was not a subject of dispute or protest at that time.

Furthermore, there are not sufficient clerical duties in the office of the Car Foreman at Coxton to warrant establishing the position claimed, as the present arrangement provides for the small amount of clerical work required to be taken care of by the clerk in the Foreman's office at the Engine House, which incumbent, of course, comes under the agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.

There is no ground for this claim under the Agreement with the Clerks, and no necessity for the position. Therefore, the claim should be denied.

OPINION OF BOARD: On January 1, 1932, a clerical position in the Car Foreman's Office at Coxton, Pennsylvania, was discontinued. It is the contention of the Organization that this position should be reestablished in order that the clerical work now being performed by employees of the Mechanical Department be put back under the scope of the Clerks' Agreement.

Rule 2 (a) of the current Agreement provides:

"Employees who regularly devote not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, writing and transcribing letters, bills, reports, statements, and similar work, and to the operation of office mechanical equipment and devices, or use of telephone in connection with such duties and work, shall be designated as clerks."

The Organization asserts that the duties of the abolished position still remain and are now being performed by Car Department employees. It is claimed that one Jones, a Car Department employee, devotes six hours or more to clerical work that belongs to the Clerks, a situation that would require the establishment of a Clerk's position under Rule 2 (a) if established by proof.

The Carrier contends that all the clerical work in the Car Foreman's Office is being performed as work incidental to the positions of the employees performing it and by a joint clerk assigned to the Car Foreman and the Engine House Foreman.

A joint check of the items of clerical duties performed by Mechanical employees in the Car Foreman's Office was made on April 10, 1945. It shows on its face that there is six hours of clerical work being performed daily in the Car Foreman's Office. One hour of the six is performed by Laborer Binner. The employee or employees performing the balance is not shown. Nor is it shown that any of the work is incidental to the positions of the employees

performing it. A large portion of the record is devoted to the interpretations which the parties place upon the joint check and the preliminary negotiations leading to the making of the joint check.

The joint check itself shows that it was a "check of clerical work at Coxton Repair Branch." If, as asserted by the employees, it was a check only of the clerical work performed by Carman Jones, there would have been no occasion for listing clerical duties performed by Laborer Binney. Neither does the preliminary correspondence indicate with certainty the exact question intended to be established by it. If the clerical work listed is incidental to the work of Mechanical employees, the positions to which it is claimed to be incidental are not shown by the joint check. Yet it is clearly shown that clerical work in excess of four hours is being performed by an employee or employees other than clerks. While this dispute has been of long duration, we feel obliged to remand this case for further handling on the property with directions to make a second joint check showing the following: (1) Items of all clerical duties performed in the Car Foreman's Office; (2) The employee performing each item; (3) The position occupied by the employee performing each item; (4) The time required to perform each item; (5) The items in Car Foreman's Office performed by the joint clerk; (6) Time worked by the joint clerk on items arising in the Car Foreman's Office; and (7) A complete statement of facts by each party on any item of disagreement. We direct that this joint check be made within thirty days unless a longer time be agreed upon by the parties. We further direct that a conference between the Organization and the highest official designated by the Carrier to hear such disputes be held and a final decision made within thirty days after the completion of the joint check unless such time be extended by 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 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 claim be remanded for further handling on the property in accordance with our Opinion.

AWARD

Claim remanded.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 23rd day of July, 1946.