# Award No. 8671
# Docket No. CL-8220

## NATIONAL RAILROAD ADJUSTMENT BOARD

## THIRD DIVISION

**Carroll R. Daugherty, Referee**

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## PARTIES TO DISPUTE:

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

## CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, that:

(a) The Carrier violated the Clerks' Agreement when on March 7 and 8, 1952, it instructed and required F. Wesley Krambek, Secretary to the Division Superintendent at Kansas City, Kansas, to report at the Kansas City Terminal Railway Co. to take testimony in an investigation held by the officers of the Kansas City Terminal Railway Co.

(b) The Carrier shall by appropriate order of your Board pay claim filed by Mr. F. Wesley Krambeck for eight (8) hours pro rata rate for March 7, 1952, and eight (8) hours punitive rate for March 8, 1952.

**EMPLOYES' STATEMENT OF FACTS:** Mr. F. Wesley Krambeck was the regularly assigned Secretary to the Division Superintendent, Kansas City, Kansas, a full time assignment on the Chicago, Rock Island and Pacific Railroad Company, March 7 and 8, 1952.

March 11, 1952, Mr. F. Wesley Krambeck addressed a letter to Superintendent B. R. Dew, as follows:

"Kansas City, Kansas
March 11, 1952

"Mr. B. R. Dew
Superintendent

"I am attaching time slips covering penalty days, March 7th and 8th, for performing service for the Kansas City Terminal Railway Company, on instructions of the Rock Island, and shall appreciate if you will approve and place in line for payment.

departments and Engineer of Capital Expenditures Department not specifically referred to in this Section of Rule 1 required to attend meetings or perform service away from their headquarters in connection with their duties, will not be subject to overtime and traveling rules in connection therewith."

Rule 1, Sec. 2(i), thus recognizes fully the position taken by the Carrier in this dispute, namely, that the occupant of this b-3 position may be required to perform work for the Carrier away from headquarters and in this case had every right and responsibility under the agreement to accompany Mr. Dew or other officers to the investigation and to transcribe the testimony.

On the dates in question, he worked as a secretary as instructed by Supt. Dew and was so paid. Thus the Carrier discharged its obligation to Mr. Krambeck.

The fact that the Kansas City Terminal Company may not have additionally used Kansas City Terminal Company employees to take and transcribe the investigation when Mr. Krambeck was in attendance is immaterial and irrelevant to the instant dispute. That matter is one to be settled between that Carrier and its employees. It is not an issue which concerns Mr. Krambeck or this Carrier or the applicable Rock Island agreement.

Questions dealing with relationship between the Kansas City Terminal Railway Company and its clerks is not a matter to be determined by your Board in interpreting the Rock Island agreement in this dispute.

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives.

(Exhibits not reproduced.)

**OPINION OF BOARD:** On March 7 and 8, 1952, Claimant Krambeck, regularly employed as secretary to Carrier's Division Superintendent Dew at Kansas City, Missouri, was assigned to taking down the record of an investigation held on the property of the Kansas City Terminal Railroad in respect to a collision that had occurred on January 29, 1952 on K.C.T. property between Carrier's Engine No. 625 and Missouri Pacific Train No. 110. March 7 was a regular work-day of Claimant, and Carrier paid him therefor at the pro rata rate. March 8 was one of Claimant's rest days, and Carrier paid him at the time-and-one-half rate for work thereon.

It appears further from the record that (1) Claimant's Supervisor, Dew, was present at the investigation; (2) Claimant had done such work before; (3) the investigation was conducted by a K.C.T. official; (4) two of Carrier's employes were involved in the accident and the investigation; and (5) the Missouri Pacific Railroad also had a reporter in attendance at the investigation.

The instant claim went to Carrier's highest official designated to handle such matters and was declined by him on May 15, 1952. A letter notifying this Division of intention to file an ex parte submission was received from the Organization on December 29, 1955. Said submission was received by the Division on January 31, 1955.

Representatives of Claimant assert violation of the Scope Rule of the Agreement and of Rule 49 (f), which says that employes will not be asked to suspend work during regular hours to absorb overtime. Carrier holds that Claimant's work at the investigation was well within the sort of work

normally done by him and that Rule 49 (f) cannot be said to have been involved much less violated. Carrier argues, in addition, that the claim is barred because untimely filed under Article V, Section 2, of the Chicago Agreement of August 21, 1954.

On the question of whether the claim is now properly before this Division, the Board rules as it did in Award 8669, and for the same reasons. The claim is not barred.

Considering the claim on its merits, then, the Board rules that it lacks merit and cannot be sustained. The reasons are: (1) Claimant's work of taking the record of the investigation was not beyond the bounds of his normal assignment as private secretary to Division Superintendent Dew. Claimant had done such work before. Even if he had not, Carrier had the right to assign said work to him. (2) The Scope Rule here involved was not violated. The record shows that Claimant's "boss" was present at the investigation and that Carrier was directly concerned therewith. (3) If the K.C.T., as well as Carrier and the Missouri Pacific, should have had its own reporter present, this is a matter for which Claimant may not properly be aggrieved. The proper grievant, if any, would be some K.C.T. employe. (4) Claimant was properly compensated for the work he did. (5) Rule 49 (f) cannot be said to have been violated. None of Carrier's employes here suspended work during regular hours in order to absorb overtime that would otherwise have accrued to any K.C.T. employe.

**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 did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 13th day of January, 1959.