

Award No. 11316

Docket No. CL-11005

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

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

ILLINOIS CENTRAL RAILROAD COMPANY

STATEMENT OF CLAIM: (1) Claim of the System Committee of the Brotherhood that:

(a) Carrier violated the Clerks' Agreement at The Cotton Platform, Memphis, Tennessee, when on January 2, 1957 and continuing through October 1, 1957 it required and permitted W. G. Hubbard, Jr., who holds no rights on Roster No. 1 to perform clerical duties attached to position No. 228, Foreman, held by Mr. Paul Breen.

(b) Paul Breen be compensated one hour per day at the penalty rate attaching to position 228 for January 2, 1957 and for each day forward to October 1, 1957.

(c) W. G. Hubbard, Jr. be compensated one hour per day at the penalty rate attaching to his position of freight handler for January 2, 1957 and for each day forward to October 1, 1957.

EMPLOYEES' STATEMENT OF FACTS: (1) There is employed at Memphis, Tennessee, a force of employees who perform the clerical work necessary to the operation of the Freight House coming within the Scope Rule of the Agreement with the Carrier governing the working conditions of the employees, effective June 23, 1922, revised February 1, 1954.

Prior to October 1, 1957, a cotton platform was operated by the above-named employees to handle mixed cars of cotton. The bales of cotton arriving in cars at this platform were consolidated as to consignees, destinations, etc., thereby eliminating the necessity of working the cotton cars at the freight house. It was at the cotton platform that the violations leading to this dispute occurred. Operation of the cotton platform was discontinued on October 1, 1957 and the work transferred to the freight house platform.

Freight Handler W. G. Hubbard, Jr. was required to apply switching information and classification cards to cars and to seal and keep records of cars sealed. The time required to perform these duties was approximately one hour daily.

In a case involving similar rules and work (applying seals to cars), the Board held in Third Division Award 7364:

"The record reveals several affidavits made during the pending of this claim and a study of the same and other evidence presented therein leads to the conclusion that over the years the work has not been performed or considered exclusively that of clerks.

"The reverse seems to have been the accepted practice and we are of the opinion that the rules of the Agreement did not intend that the work would be considered exclusively the work of clerks under the fact situation here presented."

Thus, it is clear that the work which is subject to this dispute is not reserved exclusively to any position or group within the scope of the Clerks' Agreement. Claimant Hubbard, his predecessor, and other Group 3 employees have performed the work for almost forty years at the Cotton Platform, and employees of other crafts have routinely performed the duties of applying seals to cars and recording seal numbers over the years, without protest from the Clerks' Organization. The Organization's contention that Claimant Breen (Group 1 clerk) held exclusive rights to this minor and incidental work is untenable, and cannot be supported by rules of the agreement, practice on the property, or principles established by this Board.

The Claim is totally without merit and should be denied in its entirety.

All relevant facts and arguments involved in the dispute have been made known to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: Both Claimants were assigned to Memphis Freight Station Rosters. Breen was classified under the Scope Rule as a Group I employee and listed on Roster No. 1. Hubbard was classified as a Group III employee and listed on Roster No. 4.

The Foreman prepared classification cards and recorded the car numbers of cars to be sealed. He used a laborer to attach the cards to the cars and to record the number of the seal applied opposite the number of the car sealed. The laborer's work consumed about 40 minutes.

The Petitioner contends that Freight Handler Hubbard could not do the work because he was not on Seniority Roster 1.

The Memphis Freight Station constitutes the seniority district. The Petitioner has failed to show that the work belonged to employees on Seniority Roster No. 1. This work was coincidental to the Freight Handler's regular duties.

For the foregoing reasons we find the Agreement was not violated.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of April 1963.