

Award No. 14636
Docket No. CL-15137

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5639) that:

(1) Carrier violated the Clerks' Rules Agreement at Sioux City, Iowa, when it permitted the Yardmaster, an employe outside the scope of that Agreement, to perform clerical work covered thereby.

(2) Carrier shall compensate employe B. C. Bell, regular occupant of Position No. 5764, Yard Clerk at Sioux City, Iowa for one (1) hour's pay at the rate of time and one-half for each of the following dates:

August 1, 2, 4, 5, 6 and 7, 1963

and for all subsequent days on which the violation continues.

EMPLOYEES' STATEMENT OF FACTS: At Sioux City, Iowa, the Carrier maintains three Yard Clerks which, at the time this claim was instituted, were identified as Position Nos. 5763, 5764 and 5765. The number of these positions have since been changed to Nos. 6470, 6471 and 6472 respectively.

The principal duties of these positions as assigned by Bulletin are as follows:

POSITION 6471 (old number 5764)

"List trains and related yard clerk duties, perform PFI work, janitor work in Yard Office, weigh cars and service cabooses. Also operate IBM machines, prepare machine cards and transmit to east Yard and perform Messenger service between east and west yard." (See Copy of Bulletin No. 34 dated August 2, 1963, Employees' Exhibit A.)

Appeal from the decision of Superintendent Walleen was taken to Mr. S. W. Amour, Asst. to Vice President, under date of December 19, 1963 and was declined by him under date of February 14, 1964.

Claim was discussed during conference on June 10, 1964 and no settlement reached.

Submitted as Employes' Exhibit E is copy of General Chairman's reply of March 16, 1964 to Mr. Amour's letter of February 14, 1964.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: That portion of the instant claim for August 4, 1963 is, for reasons that will be fully explained in "Carrier's Position," improper and barred.

Also, that portion of the instant claim " * * * for all subsequent days on which the violation continues" is, for reasons that will be fully explained in "Carrier's Position," improper and invalid and, therefore, barred under the provisions of Article V of the Agreement of August 21, 1954.

Claimant B. C. Bell is the regularly assigned occupant of Yard Clerk Position No. 5764 (new number 6471) at Sioux City, Iowa, which, as of the specified dates of the instant claim, i.e., August 1, 2, 4, 5, 6 and 7, 1963, was assigned from 7:45 P. M. to 4:45 A. M. (since changed to 2:00 P. M. to 11:00 P. M.) Monday through Friday with Saturday and Sunday rest days.

The instant claim involves the work of " * * * making up of the transfer sheets * * * and the checking of transfers from the connecting railroads * * *," which, by the claim which they have presented, the employes are contending is work exclusive to Yard Clerk Position No. 5764 (6471), but which, in fact, is not work exclusive to Yard Clerk Position No. 5764 (6471) or any other position within the scope and application of the Clerks Agreement as the Carrier will establish in its "Position."

There is attached hereto as Carrier's Exhibit A copy of letter written by Mr. S. W. Amour, Assistant to Vice President, to Mr. H. V. Gilligan, General Chairman, under date of February 14, 1964.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is based on a Scope Rule which is general in nature. Under such circumstances the burden devolves on Claimant to establish that the work in question has been traditionally reserved exclusively to his craft. We have searched the record and find that Claimant makes no such claim.

Given a general Scope Rule, Claimant seeks to establish an exclusive right to perform the duties by citing language contained in bulletins used by Carrier to advertise the position occupied by Claimant. This contention was made and rejected in Award 14064 which involved the identical parties as here. It is now well established that a job description contained in a company bulletin does not confer an exclusive right to perform tasks not otherwise protected by agreement. See also Awards 12047, 13195, 12493 and numerous others.

Claimant having wholly failed to show any agreement or practice reserving the work exclusively to his craft, the claim will be denied.

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

The Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1966.