



Award Number 17330

Docket Number CL-18116

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Arthur W. Devine, Referee

**PARTIES TO DISPUTE:**

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

**THE ALTON AND SOUTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6568) that:

- (a) Carrier violated the rules of the Clerks' Agreement at East St. Louis, Illinois, when on June 28, 29, 30, July 3, 6, 7, 10, 14, 17, and 31, 1967, it permitted employees not subject to the scope and application of the Clerks' Agreement to perform work regularly assigned to employees classified as messengers in Class II under Rule 1 of the Clerks' Agreement, and that,
- (b) Mr. D. Kessler now be allowed eight hours pay as reparation for each day the violation occurred.

**EMPLOYEE'S STATEMENT OF FACTS:** For many years prior to June 23, 1967, the Carrier maintained two Class II positions of Messenger at East St. Louis, Illinois, and the occupants of these two positions were employees subject to the scope and application of the Clerks' Agreement. These employees performed the work of delivering and picking up mail; sorting mail; operating mimeograph machine; operating postage meter; and similar work normally performed by employees in the Class II positions.

After June 23, 1967, the effective date of the abolishment of one of the Class II Messenger positions the following named employees of the Carrier, Stationery Storekeeper E. Schlemmer; Secretary to Chief Engineer and Purchasing Agent, D. Caciano; Secretary to Vice President Traffic, V. L. DeGuire; Secretary to Treasurer and Controller, I. V. Miller and Chief Engineer, M. Garcia, none of whom are subject to the scope and application of the Clerks' Agreement were permitted by the Carrier to perform various items of work which had been performed by Class II Messengers prior to the effective date of the abolishment of one of the Class II positions of Messenger, June 23, 1967.

(Exhibits not reproduced)

**CARRIER'S STATEMENT OF FACTS:**

1. The applicable Agreement between The Alton & Southern Railway Company and the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, effective July 9, 1957,

10. The claim was not composed on the property, and we are in receipt of the BRAC's Notice Of Intent to file the dispute with your Board.

(Exhibits not reproduced)

**OPINION OF BOARD:** The claim alleges that the Carrier violated the Agreement when on the dates specified it permitted employees not subject to the scope and application of the Clerks' Agreement to perform work regularly assigned to employees classified as messengers in Class II under Rule 1 of the Clerks' Agreement.

While the Petitioner is not specific as to just what work it contends was performed on the dates specified by employees "not subject to the scope and application of the Clerks' Agreement," it appears that the complaint is predicated upon work being performed by the Carrier's Stationery Storekeeper, and Secretaries to various officers, primarily in the handling of mail. The Carrier advises that all incoming and outgoing U.S. Mail comes in to the Storekeeper's office; that mail addressed to employees in the various departments is sorted, and clerks and stenographers, subject to the Clerks' Agreement, from the respective departments pick up their own mail; that outgoing or interoffice mail is deposited in the chute whenever convenient for the sender during the day. The Carrier states that no one is picking up or delivering mail other than their own nor functioning as a messenger. The Carrier further states that occasionally, in line with past practice, the Stationery Storekeeper sorts some mail, runs letters through the postage machine, or operates the mimeograph machine.

In handling of the dispute on the property, the Carrier advised the Claimant in part:

"The work described in your claims is incidental clerical work and is not reserved exclusively to that performed by messengers. Historically, the stationery storekeeper has always performed incidental clerical work in the mail room and people other than messengers have from time to time picked up their own mail and made deliveries of inter-departmental mail."

The above statement by the Carrier was not denied by the Petitioner in the handling of the dispute on the property, and in its submission to this Board the Petitioner states that "The Employees do not deny that on infrequent occasions, employees of the Carrier other than messengers have performed some of the work involved in this dispute."

Based upon the entire record, we are unable to find that the Petitioner has proved that employees not subject to the scope and application of the Clerks' Agreement were permitted, on the dates involved in the claim, to perform work assigned exclusively to employees classified as messengers. Furthermore, as we read Section (c) of Rule 1, the occupants of the positions complained of as performing the work are subject to the application of Rule 1—Scope and Classification—and certain other rules of the Agreement.

**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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1969.