



Award Number 17470

Docket Number CL-18061

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 EMPLOYEES

THE ALTON AND SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6540) that:

- (a) Carrier violated the Clerks' Agreement at East St. Louis, Illinois on December 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, 1967, and January 1, 2, 3, 4, 5, 6, 7, 8 and 9, 1968 when it had the work of dispensing gasoline to company owned vehicles and the completing of Stores Requisition forms showing a description of the vehicle and number if applicable and quantity of gasoline dispensed to the vehicle, performed by persons not subject to the scope and application of the Clerks' Agreement, and that:
- (b) Mr. Kenneth E. Fulton shall now be allowed compensation as claimed as reparation for violation of the Clerks' Agreement on December 22, 23, 24, 25, 26, 27, 28, 29, 30 and 31, 1967 and January 1, 2, 3, 4, 5, 6, 7, 8 and 9, 1968.

EMPLOYEES' STATEMENT OF FACTS: At East St. Louis, Illinois the Carrier maintains gasoline pumps used to dispense gasoline to company owned vehicles.

For many years prior to December 22, 1967, employees subject to the scope and application of the Clerks' Agreement have enjoyed the right to perform the work of operating the gasoline pumps to dispense gasoline to company owned vehicles and completing Stores Requisition forms in connection therewith.

Beginning December 22, 1967, the Carrier deliberately had the work of operating the gasoline pumps to dispense gasoline to company owned vehicles and the completion of Stores Requisition forms performed, on numerous occasions each day for which reparation is claimed, by persons not subject to the scope and application of the Clerks' Agreement.

(Exhibits not reproduced)

CARRIER'S STATEMENT OF FACTS:

1. The applicable Agreement between The Alton & Southern Railway Company and the Brotherhood of Railway and Steamship Clerks, Freight

9. When this procedure was placed into effect, clerks in the Store Room began submitting extra time slips claiming the work of dispensing gasoline to company equipment and company vehicles was work which should only be performed by clerks.

10. These claims were denied by the Chief Engineer, stating in part as follows:

"Nothing in the current agreement between this carrier and the Brotherhood of Railway Clerks, nor by past practice, reserves the work of dispensing gasoline to company vehicles to any particular class of employee."

See Exhibit "B" attached.

11. The claim was appealed to the Assistant General Manager, the Carrier's highest designated officer, who declined this claim. (Exhibit "C").

12. The claim was not settled on the property, and our next information on the claim was a copy of the Clerks notice of their intent to file the claim with your Board.

(Exhibits not reproduced)

OPINION OF BOARD: The claim in this docket, as handled on the property, involves the dispensing of gasoline to company-owned vehicles. Insofar as the record is concerned, on and after the claim date the key for the gas pump was placed with the crew dispatcher office rather than the store room, and employees in need of gasoline for company-owned vehicles would contact the crew dispatcher, an employee covered by the Agreement. The crew dispatcher later made out the requisition which he mailed to the store room, with the employee of the using vehicle operating the pump. It is claimed that the dispensing of gasoline is reserved to employees covered by the Agreement.

We cannot find from the record in this case that the dispensing of gasoline to company-owned vehicles is reserved to employees covered by the Agreement and since the only possible clerical work involved, that of filling out the requisition, is performed by the crew dispatcher, an employee covered by the Agreement, 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.

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 18th day of September 1969.