

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19219  
Docket Number CL-17583

Gene T. Ritter, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
PARTIES TO DISPUTE: (  
(Erie Lackawanna Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6400)  
that:

1. The Carrier violated the rules of the Clerks' Agreement at Ashland, Ohio when on March 13, 1965, Agent B. H. Ransom billed out four cars.

2. Carrier shall now be required to compensate employee T. Schlingman, the regular assigned Chief Clerk, a call for March 13, 1965 and for all subsequent dates that the Agent performs the work of billing cars and checking yards in Ashland, Ohio, until such time as violation complained of is corrected. (Claim 1647).

OPINION OF BOARD: This case involves interpretation of Work On Unassigned Days Rule. On Saturday, March 13, 1965, an Agent, an employee not coming under the provisions of the Clerks' Agreement, billed out four cars of latex in order to move these cars. The Organization contends that the work of lading, billing and checking yards at this location is work performed exclusively by Clerks at this location since the year 1930. The Organization further contends that the Agent and the Operator-Clerk never performed the involved work at this location. Carrier denies that the involved work is exclusive to the Clerks' Organization, and further alleges that the Scope Rule involved in this dispute is general in nature and that past practice on this property shows that such work has been performed on a system-wide basis by Agent-Operators and others. Carrier further contends that a Telegrapher may be assigned identical clerical duties to fill out his assignment.

The question to be determined in this dispute is whether or not the Agent who performed the disputed work on the unassigned day of the Clerk normally performed such work during his regular work week. Carrier's Exhibits "E" and "F" constitute probative evidence that B. H. Ransom, Agent-Operator, at Ashland, Ohio, performed the work of billing, checking of yard, and preparing switch lists as necessary, throughout his entire work week assignment, as well as on Claimant's day off. Carrier's Exhibit "F" is also probative evidence that P. E. Allison,

Relief Agent-Operator, at Ashland, Ohio, performs the same duty as Agent-Operator Ransom. As has been stated in prior Awards by this Referee, the Organization need not prove exclusivity on a system-wide basis in order to have a valid claim, but must prove that the employee relieving Claimant performs the disputed work only on Claimant's day off, and not throughout the rest of his work week assignment. For the foregoing reasons and also under authority of Award No. 7784, involving the same parties, this 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: E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1972.