

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19345  
Docket Number CL-19277

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6974)  
that:

(1) Carrier violated the effective Agreement between the parties effective January 1, 1946, revised and amended effective March 1, 1964, when on May 23, 1970, work which had heretofore been exclusively assigned to the clerical craft and class was required to be performed by others outside the Scope of the Clerks' Agreement, specifically yardmen and yardmasters.

(2) Mr. C. T. Swaringim now be allowed eight hours at the pro rata rate of pay of Yard Clerk Position in the St. Louis Terminal for May 23, 1970 as a result of the violation of the Agreement by Carrier and further that the duties of ground checking of cars when required which has been removed from the Agreement now promptly be restored to employees of the Clerical craft and class.

OPINION OF BOARD: The dispute herein arose in Carrier's St. Louis Terminal, where the Carrier has in service an I.B.M. perpetual car location inventory and mechanized yard check system. Clerical employees prepare yard check of cars from this mechanized system, which checks are furnished yardmasters and switch crews as required in the performance of their work.

On the claim date, the yard clerical forces furnished the tower yardmaster and switch engine crew a mechanized yard check in the usual manner. When the switch crew commenced switching track No. 16 from such list a question arose about four cars in the track. The matter was reported to the yardmaster. The yardmaster instructed the switch crew to ascertain and advise him the stenciled markings on the cars and whether they were loads or empties, which is the basis for the claim.

From our study of the record, we find that the work complained of was incidental to the work of the yard crew switching track No. 16, and the record does not show that the information furnished by the yard crew was used for any other purpose. The claim will, therefore, 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. Kilham  
Executive Secretary

Dated at Chicago, Illinois, this 14th day of July 1972.