

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21866
Docket Number CL-21619

Robert W. Smedley, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(The Belt Railway Company of Chicago

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8112) that:

1. The Carrier violated and continues to violate the rules of the effective Clerks' Agreement when, commencing on or about February 10, 1975, it required and/or permitted employees outside the scope of the Agreement to perform work reserved exclusively for employees fully covered thereby.

2. The Carrier shall now be required to compensate the following named employees for eight (8) hours' pay at the time and one-half rate of an Industrial Information Clerk position for each of the dates enumerated below:

J. Slowinski - February 10, 13, 17, 20, 21, 24, 27,
March 3, 6, 7 and 13, 1975;

J. Bowens - February 11, 12, 18, 19, 25, 26, March
4, 5, 11, 12, 18 and 19, 1975;

R. Zahorcik - February 16, 23, March 2, 9 and 16, 1975;

A. DeSouza - February 14, 28 and March 14, 1975

3. The Carrier shall now be required to compensate the senior available off-duty employee for eight (8) hours' pay at the time and one-half rate of an Industrial Information Clerk position for each and every date subsequent to those listed in part 2 hereof, that a like violation occurs. Claimants and dates to be determined by a joint check of the Carrier's records.

OPINION OF BOARD: The complaint is that supervisors Rodriguez and McCray performed clerks' duties in searching computerized records for errors.

That the work was supervisory in nature is best illustrated by the following statement in the employees' rebuttal brief:

"Essentially, the work that is being performed by Messrs. McCray and Rodriguez is tracing of cars for incorrect records."

The employees then argue that this is obviously routine clerical work. We would agree, if proven, that supervisors cannot be permitted to supplant the scope agreement. Clerical work, including "looking for errors," belongs to the clerks. But that is not to say that supervisors cannot also look. The very essence of supervision is to look into the bowels of the operation when time and opportunity permits. The evidence is that the supervisors found some errors and issued reprimands therefor. Clerks were also assigned to assist this effort, and did.

The assertion that the supervisors took over clerks' duties fails for lack of proof under this record, unless we were to hold, which we cannot, that a supervisor can never do a clerk's chore, even on a spot-check basis. See Awards 16452 (Dugan) and 20290 (Sickles) and awards cited therein.

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

The agreement was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of January 1978.