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AWARD NO. 7
NRAB DOCKET NO. CL-8265
CASE NO. 13
SSW FILE R-51-1087
BRC FILE NR-27-1

SPECIAL BOARD OF ADJUSTMENT NO. 169

PARTIES) The Brotherhood of Railway and Steamship Clerks
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That Carrier violated the working Agreement between this Organization and St. Louis Southwestern Railway Lines in abolishing the 7:00 A.M., to 4:00 P.M., Yard Clerk position at North Little Rock, Arkansas, in 1933 and assigning the work to employees who were not covered by the Agreement, nor holding seniority rights to the work.

(2) That a Second Trick Yard Clerk position, North Little Rock, Arkansas, be established, advertised and assigned under the rules of our Agreement.

(3) That the senior extra or unassigned employee holding seniority rights on the Station and Yard, Northern Division, Clerks' Seniority Roster, be allowed a day's pay at the prevalent rate of pay of other Yard Clerk positions at North Little Rock for each and every day they were, and are being, denied this work and the work performed by persons not covered by the Clerks' Agreement retroactive to date this claim was initially filed with Carrier, August 12, 1953, and continuing until corrected. Reparation due employees to be determined by joint check of Carrier's payroll and other records.

FINDINGS: This claim involves a situation where a yard clerk coming under the scope of the Clerks' Agreement was employed at North Little Rock with recognized duties of a yard clerk. Some time in 1931 the job was abolished and the work performed by the yard clerk was transferred to a clerk-operator at the same point, whose office was stationed in the yard office within the yard at North Little Rock. Subsequent thereto there were different times at which the yard clerk job was reinstated and later abolished. Claim is made that subsequent to the abolishment of the job the last time in 1954, this work was improperly assigned to the clerk-operator at that point, who, not being under the Clerks' Agreement, had no authority to assume those duties.

There have been a long line of decisions dealing with the ebb and flow of work between the Clerks and Operators which have spelled out a fairly general and fairly clear understanding of the ebb and flow of work between the two organizations. Award No. 615, an early award written by Judge Swacker, more clearly sets out the theory of ebb and flow and gives the historical reasons therefor, and has since been accepted pretty generally as a beacon light award.

The fact is known and recognized by railroad men generally that long prior to the organization of the Clerks' Organization and the recognition of it as a national organization, that operators have always been given clerical work to the extent of their ability to perform it within their daily assignment, in order to give the operator a reasonable day's work along with the intermittent telegraph duties required of him. That theory was recognized by the Railroad Administration and prior to the time the organization became national in scope representing the class or craft known as clerks and has been recognized ever since. The fact is that a telegrapher under that concept is more or less a glorified clerk with duties over and beyond the ability of a normal clerk to perform, that is, telegraphy. But the right of the Carrier to assign clerical work to an operator to the extent of his ability to perform it within his daily assignment has always been recognized as the right of carrier and not an imposition upon the clerks as a craft or class. There is a limitation to that, of course, as stated in Award 636, also written by Judge Swacker, that the clerical work to be assigned to an operator must be within a reasonable proximity of the telegrapher's office. Telegraphers have from the beginning of time accepted as part of their duties and been required to perform work as a part of their duties that was not at the telegrapher's desk but was outside of the office but within a reasonable proximity of the office. Operators have always, when time permitted, assisted in loading and unloading head end of passenger train, handling baggage in the baggage room, and doing other work that, of necessity, took him away from his desk during the time of that performance.

In the instant case the clerical duties assigned to the operator cannot be said to be beyond a reasonable proximity of the operator's office, although he was required to go out into the yard to check and do work. It is noticeable that his office was located right in the yard itself and that going out to make a check could be said to be within reasonable proximity of his office. The mere fact that he was required to go outside of his office to do this is not in contravention of Award 636, as the facts in that case were quite clear and different than in the instant case.

The Board must, of necessity, find that the duties transferred to the operator in this instance could be properly transferred and performed by him and that they were within a reasonable proximity of his office and not violative of the principle laid down in Award 636. Therefore, we find that there is no basis for a sustaining award in this case.

AWARD: Claim denied.

/s/ Frank P. Douglass
Frank P. Douglass, Chairman

/s/ W. E. Straubinger
W. E. Straubinger, Employee Member
(Employee Member dissenting under
the principle laid down in Awards
7622, 7197, 6293 and 636.)

/s/ L. C. Albert
L. C. Albert, Carrier Member

Tyler, Texas
March 14, 1957.