

C O P Y

ORG. FILE 21-145
CARRIER FILE 140-465-34
NRAB FILE CL-8307

AWARD NO. 9
CASE NO. 9

SPECIAL BOARD OF ADJUSTMENT NO. 174

PARTIES The Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees
TO

DISPUTE The Gulf, Colorado and Santa Fe Railway Company

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

(a) Carrier violates current Clerks' Agreement at Dallas, Texas, when it denies to employees covered by the Clerks' Agreement the right or opportunity to check yards at Reinhardt, Texas; and,

(b) This work shall now be assigned to employees covered by the Clerks' Agreement; and,

(c) *The senior qualified and available off-in-force-reduction employee (who otherwise would not have 40 hours that work week) at Dallas, Texas, shall now be paid eight (8) hours each work day, at Yard Clerk (Checker) rate of pay from January 15, 1955, forward until violation is discontinued; if there be no such off-in-force-reduction employee, then the senior available off-duty Yard Clerk (Checker) at East Dallas Yard shall now be paid eight (8) hours at time and one-half rate of his position for each work day, January 15, 1955, forward until violation is corrected.

*NOTE: To be determined by joint check of pay rolls and other Carrier records.

FINDINGS: Special Board of Adjustment No. 174, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

Reinhardt is a non-agency or blind siding station in an industrial area outside of the Dallas station or yard limits. It is located at Mile Post 60.3 which is 7 miles north of the Carrier's East Dallas Yard Office and 6.1 miles south of the Carrier's station at Garland which is a one-man station. The Carrier's Freight Office and Freight Warehouses at Dallas are located approximately 1 mile southwest of the East Dallas Yard Office and approximately 8 miles from Reinhardt. Dallas and Reinhardt are in the same seniority district.

While the Carrier formerly maintained an open station at Reinhardt, the agency at that point was closed in 1902.

With the industrial growth at Reinhardt the accounting, billing, collection of charges, claims inspections, OS&D reports and 1526 reports (monthly report of business handled) pertaining to Reinhardt have all been handled at Dallas by the clerical employees at that freight station; and a Clerk position at Dallas makes claims inspections at Reinhardt.

Since 1902 the checking of industry tracks at Reinhardt, which is the work under claim, has been exclusively performed by freight road crews; and conductors have prepared Forms 831 Standard (blind siding reports for demurrage and accounting records) and have left waybills at either Garland or Dallas depending upon the direction in which a particular car moved into or out of Reinhardt.

Due to industrial growth and expansion and the construction of additional trackage at Reinhardt, the conductors' reports were found to be inadequate. Accordingly on January 10 1955 the Carrier instructed the Agent-Telegrapher at Garland to make a check of the cars at Reinhardt daily except Sunday and to make a copy of his report each day to the Agent at Dallas for use by the clerical forces there.

This handling was a substitute for the former handling by the conductors and so did not involve the performance of any work which had been previously handled by the clerical employees at Dallas or by the Agent-Telegrapher at Garland.

First. The Carrier challenges the validity of the claim upon the ground that the claimant is not named. The contention is based upon the first sentence of Article V Section 1(a) of the National Agreement of August 21 1954 which so far as pertinent reads:

"All claims or grievances must be presented in writing by or on behalf of the employe involved"

This contention was not raised in the course of handling on the property. The question is therefore not properly before us and we express no opinion on it.

Second. While this dispute was pending before the Third Division the Carrier Members moved that "proper notice under Section 3 First (j) of the Railway Labor Act, amended, (be given) to other parties involved in the proceedings"; but the motion failed to carry and it does not appear that any such notice has ever been given.

For the reasons stated in S.B.A. No. 174 Award 1 "First", we pass to consideration of the merits.

Third. While it is true that in practice Clerks never have performed the work under claim, neither had the Agent-Telegrapher. And while the work was incidental to the regular assignment of conductors, it was not incidental to the regular assignment of the Agent-Telegrapher because the Reinhardt records and accounting were maintained and kept at Dallas, not at Garland, and the checking of industry tracks at Reinhardt was performed for the purpose of keeping records and accounts at Dallas, not Garland. For the purposes of the work under claim, Reinhardt was, therefore, a location related to Dallas and unrelated to Garland (see Award 5968).

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While in practice Clerks never have performed the work under claim, clerks at the Dallas Station have in practice performed similar work at Garland for claims purposes. The work under claim is routine clerical work and when it grew in volume and importance to the point there it could no longer be handled by conductors as an incident to their assignments, on the facts presented by this particular case the Carrier should have assigned the work to the station force at Dallas.

A W A R D

Claim sustained for actual time at the pro rata rate but not less than a minimum call and remanded for the limited purpose of ascertaining the actual time consumed by the Agent-Telegrapher in performing the work under claim.

/s/ Hubert Wyckoff
Chairman

I dissent:

/s/ A. D. Stafford
Carrier Member

/s/ J. D. Bearden
Employee Member

Dated at Chicago, Illinois December 19 1958