

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 239
(Clerks' Board, St. Louis, Missouri)

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS
AND STATION EMPLOYES

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

- (1) Carrier violated the Clerks' Agreement when, on July 19, 1957, Mr. W. H. Wassmund, Assistant Auditor (a Carrier officer) in the office of the Auditor Freight Traffic, General Offices, St. Louis, Missouri, performed detail clerical work for two and one-half hours, assisting in balancing the Interline Received accounts for the month of June, 1957;
- (2) That the Carrier shall be required to pay claimant Clerk H. J. Warren for two and one-half hours at the punitive rate of \$3.55875 per hour, amount \$8.90, account violation of Rules 1, 2, 3, 4, 5, 25, and related rules of the Clerks' Agreement, when Mr. W. H. Wassmund, an officer of the Carrier, performed detail clerical work.

OPINION OF BOARD:

Claimant is subject to the rules of the Clerks' Agreement. The Assistant Auditor in the office of the Auditor Freight Traffic is not.

On the date that is subject to claim, claimant was working the position of Transit Recharge Clerk, No. 5/446 pending transfer to position No. 2/34 Interline Review Clerk (Group Head - unattached). The last mentioned position was occupied by one who, on the day in question, was working with another (classified also as Group Head - unattached) in an endeavor to balance the Interline Received accounts with the Station Agent's Ledger Account for the month of June, 1957.

The Assistant Auditor, who had cause for concern that the accounts were out of balance in a substantial amount, personally took over the work of the Clerk on position No. 2/34 and remained so stationed and thus working for at least the two and one-half hours claimed.

Claim is account work which is contended to be within the scope of Agreement being performed by one who is not subject to the Agreement for any purpose.

Specifically the controversy relates to what work, if any, may be performed by supervisors when of the same kind or character as that normally performed by persons under their supervision.

The Employees would hold the Carrier to over the shoulder supervision in most cases. The Carrier would have supervision determine the need for the supervisor to take over the actual work detail at least for purposes of checking the work.

It is ruled in this case, however, and without more, that one in a "restricted" supervisory position under the contract might have asserted the right, without penalty, to check the work that is in controversy with like detail under the existing circumstances. But the same cannot be said for the Assistant Auditor, who, as a Carrier officer, is not subject to the contract.

A contract violation is in evidence and there is basis for claim but at the prorata rate only.

FINDINGS:

The Board, after oral hearing, and upon the record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as amended;

That jurisdiction over the dispute involved herein has been conferred upon this Board by special agreement; and

That the Agreement by and between the parties to this dispute has been violated.

AWARD

Claim sustained as per opinion.

SPECIAL BOARD OF ADJUSTMENT NO. 239

/s/ A. Langley Coffey

A. Langley Coffey, Chairman

/s/ F. E. Giese

F. E. Giese, Employer Member

/s/ Ira F. Thomas

Ira F. Thomas, Employees' Member

Dated at St. Louis, Missouri,
this 30th day of June, 1959.