

SPECIAL BOARD OF ADJUSTMENT NO. 170

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES  
versus  
ILLINOIS CENTRAL RAILROAD COMPANY

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

(a) Carrier violated the rules of the Clerks' Agreement at the 27th Street Diesel House at Chicago, Illinois, when on September 1, 1954, it unilaterally assigned clerical work theretofore attached to a clerical position to be performed by employees of Carrier occupying positions that are not included within the Scope Rule of its Agreement with the Brotherhood, revised as of February 1, 1954.

(b) R. L. Dunn be compensated for wage loss sustained representing one-half hour each day at penalty rate retroactive to September 1, 1954, and forward to date the rules violation is corrected.

OPINION: At the 27th Street Diesel House, Chicago, Illinois, there is employed a force of clerical employees who perform the clerical work of the Carrier. It appears that electric time recording clocks are used for the purpose of registering employees in and out when reporting for and leaving work.

Prior to September 1, 1954, the regular daily assigned duties of Steno-Clerk Dunn included the removal of absentee cards from Rack No. 2 immediately after 7:30 a.m. and then restack the rack with the current day cards, watch the third shift employees punch out, watch the first shift employees punch in, check the previous day's cards and have them signed by the foreman and deliver the cards to the General Foreman's office.

On September 1, 1954, Dunn was directed by the General Foreman to place the time cards in the rack each morning and return to the office. A Mechanical Department Foreman was assigned to watch the time clock while the men were clocking in and out. A Mechanical Department laborer was assigned to pick up the cards and deliver them to the General Foreman's office.

The instant dispute involves the particular task of watching shop craft employees as they remove their cards, register on the time clock, and replace their cards in the appropriate rack.

It is the position of the Employees that the Carrier violated the rules of the Agreement that govern the hours of service and working conditions by assigning a part of the duties of Dunn's position to the Mechanical Department employees, such employees being subject to the terms of an agreement with another organization.

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It is the position of the Carrier that under Article V, Section 1(c) of the Agreement, the Employees are barred from proceeding in this cause for the reason that they did not institute proceedings within nine months as required by the above article. We are not in accord with this contention as this matter has already been decided in Award No. 29 of Special Board of Adjustment No. 170, Docket CL-8724, to which reference is made.

Carrier also urges that prior to March 1, 1950, when two time recording clocks were installed at the 27th Street Shop, the checking of employees in and out was recognized as an assigned duty of the foreman and that subsequent to March 1, 1950, the duty of checking employees in and out was not changed as the foremen were still required to watch the men during the clock registering period to maintain order and to insure that each employee registered properly; that the watching of time clocks has never been a part of the assignment of Dunn's position or any other clerical position, and that the foremen watch the time clocks on the second and third shifts and on all three shifts on Saturdays, Sundays, and Holidays.

In Award No. 5068, it was said:

"Heretofore we have pointed out the duties of employees assigned to the watching of time clock registrations and the reasons why work assignments of that character are necessary and required. It would serve no useful purpose and merely encumber the record to again set forth either duties or reasons. It suffices to say that when both are considered and carefully received it becomes crystal clear that clock watching work is far more supervisory in character than clerical. Hence, since foremen are supervisors, we are of the opinion that such work is normally, reasonably and logically incidental to the position of a foreman and that when it is performed by him it is to be regarded as performed in consequence of his position. It follows the Carrier's action in assigning the work here involved to foremen and in permitting them to perform it was not in violation of any of the terms of the current Agreement."

From the above it can be concluded that clock-watching is supervisory rather than clerical and an incidental duty of foremen. It appears that clock-watching has for many years been assigned to foremen. It follows that the claim must be denied.

FINDINGS: The Special Board of Adjustment No. 170 after giving to the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

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That the Special Board of Adjustment No. 170 has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD: Claim denied.

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/s/ Edw. M. Sharpe

Edward M. Sharpe -- Chairman

A. B. Simmons -- Employee Member

/s/ E. H. Hallmann  
E. H. Hallmann -- Carrier Member

Chicago, Illinois  
January 22, 1958