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SPECIAL BOARD OF ADJUSTMENT NO. 194

ORG. FILE 8-1-KC  
CARRIER FILE D-2791  
NRAB FILE CL-9682

AWARD NO. 13  
CASE NO. 13

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

DISPUTE        St. Louis-San Francisco Railway Company

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

(1) The Carrier violated and continues to violate the terms of the currently effective Agreement between the parties when it assigns the work of writing movement cards, carding cars for movement, and making records of cars carded to employees (Car Inspectors) not covered by the Clerks' Agreement with Carrier.

(2) F. D. McCleary, senior available Clerk, now be allowed an additional day's pay at time and one-half on each date, May 1, 1956 to July 28, 1956, inclusive; August 13 to August 23, inclusive; August 31; September 2; September 21, 22, 29; October 1 to 20, inclusive; October 26, 28, 31; November 9 to 12, inclusive; November 14 to 18, inclusive; November 23 to 25, inclusive; November 28 to December 15, inclusive.

(3) Extra Clerk, R. L. Blake, now be allowed one day's pro rata pay for July 29 to August 12, inclusive.

G. Reed, Extra Clerk, now be allowed one day's pro rata pay at the Yard Clerk rate for August 29 and 30, September 1, 4, 6, 7, 10, 12, October 27 and November 13.

Extra Clerk, C. A. Pitts, now be allowed one day's pro rata pay at the Yard Clerk rate for September 5, 9, 13, 19, 20, 23, 24, 25, 26, 27, 30.

Extra Clerk, L. J. Soldanels, now be allowed one day's pro rata pay at the Yard Clerk rate for each date, September 3, 8, 15, October 22, 23, 24, 25, 29, 30, and November 5, 6, 7, and 8.

Extra Clerk, Norman Seacrease, now be allowed one day's pro rata pay at the Yard Clerk rate for each date September 14, October 21, November 2, 3, 4, 19, 20, 21, 22, 26, and 27.

FINDINGS: Special Board of Adjustment No. 194, 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.

This claim involves the question whether the Scope Rule of the Clerks' Agreement was violated at Kansas City when carmen carded cars for movement in conjunction with their recognized duties of carding cars for commodity classification.

Car Inspectors have for many years been regularly assigned at Kansas City to inspect empty equipment in the Carrier's possession for mechanical fitness and to classify it for commodity carding. It is not disputed that this is and always has been a proper function of the Car Inspector positions as Mechanical Department work.

In addition to this commodity carding, the equipment is carded for movement, of which a record must be kept in order that clerks may prepare switching lists designating the destination of the equipment.

In practice for the past 30 years empty equipment at Kansas City has been carded for movement as follows:

Equipment has been carded for movement both by Yard Clerks and by Car Inspectors who are assigned to commodity carding empty cars and filling empty car orders for industries.

The majority of the movement carding of empties by Yard Clerks is on cars received in inbound trains and cars received from connecting lines which have been commodity carded. This work is usually done at night, or during the hours when the Commodity Car Inspector is off duty. However, there may be occasions when the Chief Yard Clerk will instruct the Yard Clerks to block card an empty for movement while this Inspector is on duty; and in all instances in the Chief Yard Clerk's instructions to the Yard Clerks, he tells them what empties, or points, to card the cars.

When the Car Inspector comes on duty, he picks up a list of empty cars at the yard office including those empty cars ordered for various loadings by industries in and about Kansas City. He alone takes this list into the yard, locates suitable cars to fill the orders, cards these cars both for commodity and for movement, cards cars not required to fill orders for commodity only, marks up his list accordingly and returns the list to the yard office.

First. The rule in question here is a general scope rule (SBA No. 194 Award 5) which contains no specific description of work that would cover carding equipment for movement. Such being the case the meaning and scope of the rule must be determined by the traditional and customary practices of the parties with respect to the performance of work on the positions involved.

Under the established practice of the parties carding equipment for movement has never been the exclusive work of clerks at Kansas City. Carding equipment for movement to a particular industry may involve the selection of particular equipment within the same commodity classification in order to satisfy the particular customer; and the practice appears to be based to some extent upon the proposition that such a selection calls for a Car Inspector's skill.

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Second. The claim embraces writing movement cards and making records of cars carded as well as carding the cars for movement.

On familiar principles the writing of movement cards and the entries which the Car Inspectors make on their lists (Carrier's Ex Parte Submission Exhibit No. A Page 1) must be considered as minor clerical work incidental to carding the cars for movement.

A W A R D

Claim denied.

/s/ Hubert Wyckoff  
Chairman

I dissent.

/s/ T. P. Deaton  
Carrier Member

/s/ F. H. Wright  
Employee Member

Dated at St. Louis, Missouri August 1 1956.