

Award No. 13339  
Docket No. CL-13565

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Ross Hutchins, Referee

**PARTIES TO DISPUTE:**

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

**THE BELT RAILWAY COMPANY OF CHICAGO**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood, (GL-5195) that:

(1) Carrier violated the Clerks' Agreement when it arbitrarily assigned routine clerical work to Yard Conductors and Yardmasters effective April 17, 1961, and concurrently therewith abolished Yard Clerk Positions Nos. 251, 250, 254, 236, 328, Relief Positions Nos. 7, 29 and 37.

(2) Carrier shall be directed by appropriate order to restore the clerical work to employees under the provisions of the Clerks' Agreement.

(3) (a) J. Behrschmidt, be additionally compensated four (4) hours' pay, at the applicable rate of his position, for each Friday required to work, which normally would have been his assigned rest day.

(b) H. Bartell be compensated four (4) hours' pay in the same manner for each Thursday he is required to work and the following employees likewise be compensated as follows:

A. Walton	— Four hours' pay for each Wednesday
M. Riddle	— Four hours' pay for each Monday & Tuesday
B. Blacklaw	— Four hours' pay for each Friday
K. Montello	— Four hours' pay for each Thursday
J. Johnson	— Four hours' pay for each Tuesday & Wednesday
H. Bently	— Four hours' pay for each Thursday
J. Hofbauer	— Four hours' pay for each Saturday
J. Bright	— Four hours' pay for each Monday & Tuesday

L. Brooker — Four hours' pay for each Wednesday & Thursday  
 E. Dugan — Four hours' pay for each Sunday & Monday  
 A. Ohde — Four hours' pay for each Thursday  
 W. Olszewski — Four hours' pay for each Saturday & Sunday  
 G. Wilsdon — Four hours' pay for each Thursday & Friday  
 H. Schmidt — Four hours' pay for each Saturday & Sunday  
 M. Steed — Four hours' pay for each Tuesday & Wednesday  
 P. Griffin — Four hours' pay for each Tuesday & Wednesday  
 L. Bissell — Four hours' pay for each Tuesday & Wednesday  
 H. Cammack — Four hours' pay for each Monday, plus wage loss sustained, or the existing differential between the Chief Clerk rate of pay and the IBM rate of pay for each date involved.

(c) W. Hurd be additionally compensated four (4) hours' pay for each date involved on account of required to work outside of hours.

(d) Reparation to commence April 17, 1961 and to continue so long as the violation continues, or until such time as the work here involved is properly assigned under the provisions of the Clerks' Agreement.

**EMPLOYEES' STATEMENT OF FACTS:** The Carrier performs switching and transfer service in the Chicago Switching District with line haul and other switching carriers, and in addition serves industries located along its line of railroad. It maintains yards at South Chicago, 87th Street, West 22nd Street and Clearing, Illinois. Its largest car handling operation is performed at Clearing Station. The yard facilities at Clearing consist of two (2) receiving yards for all inbound freight trains and two (2) departure yards for all outbound freight trains, namely, East and West Yards. A hump facility is maintained for the switching of cars. The "hump" operates in two directions, to the East and West Classification Yards where the cars are classified for outbound movement. Trains are made up in the East and West Classification Yards and pulled into the East and West Departure Yards for later handling in transfer movements. The operation is continuous twenty-four hours per day, seven days per week. Three (3) Yard Crews are worked daily on each shift in each yard to pull cars from the Classification Yards to the Departure Yards. Yard Clerks are employed twenty-four hours per day seven days per week, to check each individual car initial and number in trains pulled down and to perform all necessary clerical work.

The Yard Clerks, some titled Utility Clerk and some Checkout Clerk, in addition to checking each individual car initial and number in trains pulled down, performed such other general yard clerk work, as marking cars, furnishing bills to crews, tracing cars and bills and preparing the necessary records incident thereto, as well as checking the teletyped hump switch list for errors or omissions, or generally speaking, those set forth in Bulletin No. 87 dated June 30, 1959 and Bulletin No. 261 dated December 29, 1956. Employees' Exhibit Nos. 1 and 2.

For well over a quarter of a century, or some thirty-seven (37) years, to the knowledge of the undersigned, the checking of car initials and numbers

in contravention to the scope of the current clerks' agreement. Yard Conductors on the Belt Railway have checked the numbers of cars switched and gave that information to Yardmasters as an essential part of their duties.

You also said in your opinion the carrier arbitrarily assigned routine clerical work to Yardmasters in the East and West Yards. Specifically, the work complained of was supposed to be in connection with the handling of teletype sheets. You said the Yardmaster checks the re-hump—grabs the numbers and initials of cars in trains pulled from the Class Yards prior to shoving a re-hump train to the hump approach track and he makes a record of the re-humps on form 3359 and sends it to the Central Office for preparation of the re-hump cut card. You said this is done by a Yardmaster when the clerical worker is occupied doing other clerical work on his assignment.

We deny emphatically that the Carrier arbitrarily or otherwise assigned routine clerical work to a Yardmaster or that they are required by orders of their supervisors to perform any work that is not a part of the Yardmasters' assignment. If, as you contend, they did check re-hump trains and prepared a list of cars, it was done only of their own volition to assist a clerical worker whose assignment included the work on which the complaint is based.

The carrier did not arbitrarily or otherwise assign routine clerical work of a nature to which the clerks have established exclusive rights and the carrier did not and does not now require Yard Conductors and/or Yardmasters to perform work which is not properly a part of their regular assignments.

For the reasons stated above, the appeal from Mr. Harvey's decision and the claim in its entirety as presented and progressed are hereby denied.

Yours truly,

/s/ J. C. Sidor  
Manager, Labor Relations"

(Exhibits not reproduced.)

**OPINION OF BOARD:** This is a claim by the Clerks founded upon the alleged transfer of work exclusively the Clerks' from the Clerks to Yard Conductors and Yardmasters. Two previous awards have been rendered in connection with this alleged transfer, Special Board of Adjustment No. 448, Award No. 1 and No. 2. Award No. 1 was a claim by a Car Retarder Operator and No. 2 by a Yardmaster, both from the Brotherhood of Railroad Trainmen and both claiming compensation on account of performing clerical work "as outlined in Trainmaster D. R. Turner's letter dated April 14, 1961." The Clerks were not parties to the hearings before the Special Board No. 448. The Trainmen have been given notice of this hearing. An exhaustive examination of the record has been made and in addition to the original panel discussion a recall was issued and had.

Though not exclusively, the principal attack of the claim is toward the work assigned to the Yard Conductors and the principal defense of the Carrier is directed toward the Yardmasters.

The evidence is sufficiently clear to establish that the assignment of work to the Yardmasters was either assignment of new work upon which the Clerks had no claim or in the alternative was the assignment of work that was not exclusively the Clerks. This is in line with the decisions of Special Board No. 448.

The problem related to the assignment of work to the Yard Conductors is more difficult. It seems sufficiently well established that the Clerks only prepared form No. 340 upon which every car's initial and number was shown. But preparation of this form was discontinued. The Yard Conductors now furnish the initial and number of the first and last car only. The Clerks have also established that the Yard Conductors now furnish the initial and number of the first and last car but do not establish the furnishing car initials and numbers was previously done exclusively by Clerks. Substantial evidence exists that car numbers and initials are furnished by many railroad personnel.

The Clerks should have attached the forms previously and now used and traced the procedure previously and now used if they wished to show that the Clerks exclusively performed a function and work which previously existed and which now continues but which is now being performed by others.

The record as it exists is not sufficiently clear to establish that any part of the work now being performed by the Yard Conductors and for Yardmasters was or is the exclusive work of the Clerks.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That a violation of the Agreement is not shown.

#### AWARD

Claims dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.