



Award No. 16597  
Docket No. CL-17245

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

John J. McGovern, Referee

**PARTIES TO DISPUTE:**

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

**RICHMOND, FREDERICKSBURG AND POTOMAC  
RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the  
Brotherhood (GL-6354) that:

1. The Carrier violated the Clerks' Agreement beginning 12:01  
A. M., April 1, 1967, when it abolished the positions of Utility Number  
Clerk, Potomac Yard, and transferred the work thereof to employees  
not subject to the Clerks' Agreement.

2. The Carrier shall now be required to compensate the following  
adversely affected employees at pro rata rate of \$22.9660 for each  
and every work day beginning 12:01 A. M., April 1, 1967 and con-  
tinuing until the violation is corrected:

Mr. W. C. Deering	Payroll Number 7299
Mr. G. L. Spencer	Payroll Number 7275
Mr. P. D. Ward	Payroll Number 7293
Mr. P. M. Fiedler	Payroll Number 7259

**EMPLOYEES' STATEMENT OF FACTS:** Prior to March 31, 1967, there  
existed among others, three positions designated as Utility Number Clerks,  
working around the clock in Potomac Yard, and also one position designated  
as Relief Utility Number Clerk, which was used to relieve the other three  
positions, all positions were daily rated at \$22.9660.

The principal duties and responsibilities of these positions were as follows:

- (1) To physically check all Pennsylvania Railroad and Baltimore  
and Ohio Railroad trains arriving in Potomac Yard, recording  
car initials and numbers, and checking car seals to determine  
loaded or empty cars.

the Pennsylvania Railroad inaugurated a system whereby they transmitted an audio tape of the actual make-up of trains in addition to the regular teletyped train consist. As you know, clerks at Potomac Yard have been assigned the checking of the train consist against the audio tape, just as they formerly checked the train consist against the train list made by the number checker.

Many awards of the Third Division have held that as long as a railroad properly assigns the work it has to offer, its employees have no valid claim to any work which is under the direction and control of another railroad.

You are aware that three of the claimants in this case resigned their clerical seniority to accept other employment with the RF&P and the other claimant is no longer in our employ.

In conference, I got the distinct impression that the real basis for this claim is your complaint that other clerks at Potomac Yard occasionally have to make a physical check of a track. There is no longer enough number checker work at Potomac Yard to justify full-time number checker positions, and in my opinion there is no violation of the Agreement when a clerk at a Yard is occasionally required to check a track.

Under the circumstances in this case, there was no violation of the Agreement, and your claim is accordingly denied."

This claim has been handled in the usual manner on the property, up to and including handling with Carrier's Chief Appeals Officer, without adjustment. Carrier will show there is no merit in this claim and that said claim should accordingly be denied.

(Exhibits not reproduced.)

**OPINION OF BOARD:** For many years prior to April 1, 1967, Carrier employed number checkers whose responsibility was to physically check each car number and initial of each car delivered to the Potomac Yard in southbound B&O and PRR trains. Once the check had been completed, it was delivered to the Potomac Yard office where it was further checked by clerks against the advance consist.

On April 1, 1967, Carrier abolished the number checker positions due to installing a new system of checking the cars on incoming trains. All B&O and PRR trains destined for Potomac Yard, passed by the Anacostia Tower immediately prior to entering Potomac Yard. Under the new system, the operator of the tower telephones Potomac Yard giving the initial and number of each southbound freight car passing the tower. This information is received automatically on a tape recorded located in the yard office at Potomac Yard. Clerks at the yard office check this tape recorded information against the advance consist as before. Because of this new 'modus operandi,' Carrier abolished the positions of number clerks, thus giving rise to the claim by the Organization that Carrier has violated the Scope Rule of the Agreement.

Prior to April 1, 1967, Carrier also eliminated number checker positions on Northbound trains into the Potomac Yard, by the installation of a closed

circuit television system. Clerks now sit in the yard office and make their lists as each car passes on the television screen. This list is then checked against the advance consist as before. We can see very little distinction between this Northbound system and the Southbound system, which is the subject of this dispute. It is true that the operator in the tower is in all probability a member of another craft. He is also an employe of the PRR and not of the Carrier involved in this case. We do not think that this is an essential element of the case, but is mentioned merely to show that there is a distinction between the methods of operation pursued in the Northbound vs. the Southbound systems.

The actual checking of the in-bound trains is still being accomplished by clerical personnel. There has been no transfer of work outside to other employes other than clerical personnel. Only the system has been changed and Carrier, in the proper exercise of its managerial prerogatives, has effectively eliminated the necessity for continuing the positions of number checkers. We accordingly can find no violation of the Scope Rule and will deny the claim.

**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 the Agreement was not violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 27th day of September 1968.