

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19315  
Docket Number CL-18808

Thomas L. Hayes, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
( Burlington Northern Inc. (Formerly Chicago, Burlington &  
( Quincy Railroad Company)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6809)  
that:

(1) The Carrier violated the Clerks' Agreement effective January 1, 1961, particularly Rules 1, 3, 4, 42 and 44, when it removed daily clerical work from the scope and operation of the working rules agreement at Burlington, Iowa, and permitted the assigning and performance of said work to be performed by the yardmaster and/or switch foreman who were on duty but who hold no seniority rights under the Clerks' Agreement.

(2) The Carrier shall be required to return the clerical work to employees within the scope of the Clerks' Agreement.

(3) The Carrier shall, because of the violation set out above, compensate Mr. R. C. Elgin, Yard Clerk, Job 1336, Burlington, Iowa, a call at \$3.12375 per hour for February 3, 4 and 5, 1969, and four hours' pay at the punitive rate of \$4.685625 per hour for February 19, 1969, account claimant was available and willing to work but was not called to perform the clerical work that was performed by the night yardmaster and switch foreman on the claim dates.

OPINION OF BOARD: At different times during the evening hours of February 3, 4, and 5, 1969, the Yardmaster checked the waybills for cars arriving at or departing from Burlington, Iowa, and also marked some cars in the trains that arrived at Burlington. The switch foremen also marked a few of the cars for convenience in switching.

There was a second shift yard clerk on duty when the aforementioned events occurred.

Claimant in this case is the first shift yard clerk, R. C. Elgin and the Organization contends that the marking of cars is work belonging exclusively to Clerks. The Organization further contends that Claimant Elgin, the first shift clerk should have been called to perform the work in dispute.

The Organization has, as a part of its case, statements from several Clerks to the effect that yard clerks have always marked cars at Burlington and that yardmasters and switch foremen have never performed the work of marking cars at that point.

Carrier, on the other hand, presented statements from Agent Carter and Yardmaster Agnew that yardmasters or switch foremen have always assisted in marking cars at Burlington.

Carrier also cited sixteen locations where employes of Carrier, other than Clerks, perform the service of marking cars.

As we stated in Award Number 19224:

"Upon examination we find that most awards on the question do hold in effect that, to demonstrate exclusive rights to particular work on the basis of past practices, the organization must prove the existence of a practice of exclusive assignment of such work to employes under the agreement, system-wide, and not simply at an isolated situs."

Since, in this particular case, the marking of cars is done throughout the system by more than one craft, the work in dispute cannot be viewed as work belonging solely to the Clerks and the claim is therefore denied.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1972.