

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21475
Docket Number CL-20999

William M. Edgett, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**

PARTIES TO DISPUTE: (

(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (GL-7700) that:

1. Carrier violated the Clerks' Agreement when, beginning July 9, 1973, it required **and/or** permitted **Yardmasters** (who are not covered by the Clerks' Agreement) at Memphis, Tennessee, to operate an office machine (CRT) in its Sargent Yard Office, in violation of Rule 1 and related rules of the Clerks' Agreement (Carrier's File 205-4827).

2. Carrier shall **now** be required to compensate claimants as listed below until violation is corrected and the work of operating the office machine here involved is assigned to persons covered by the scope and operations of the Clerks' Agreement:

(a) PICL Clerk W. A. Rasbach, eight **hours** at pro rata rate, \$41.48 per day for July 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, 1973;

(b) PICL Clerk J. E. Gamble for eight hours at pro rata rate, \$41.48 per day for July 9, **10, 11**, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, 1973;

(c) PICL Clerk T. M. Dodd for eight hours at pro rata rate, \$41.48 per day for July 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, 1973.

Claim is also for eight hours' pay each day at pro rata **rate for** each shift (for occupants of PICL Clerk positions, Memphis), **11PM to 7AM;** 7AM to 3PM and 3PM to 11 PM, seven days each week and continuing until the violation is corrected.

OPINION OF BOARD: As part of its Transportation Control System Carrier installed a system identified as Yard and Terminal Subsystems (**YATS**) in its Memphis Terminal. **YATS** upgrades the PICL **Inven-**tory System by use of a mini-computer system which enables the **yardmaster** to read information which has been placed in the system directly from a Cathode Ray Tube. Prior to the installation of the YATS system, the **yard-**master was furnished car lists by the Clerks. That intermediate step is no longer necessary since the list is shown directly on the CRT whenever the **yardmaster** requests the information.

In order to call for a list on the CRT the **yardmaster** punches the appropriate buttons on his console. The **Employees** take the position that the yardmaster is operating the machine and that that function is reserved to clerks by their Agreement. In the presentation of this case, the **Employees** alleged that the yardmaster was performing functions which had formerly been performed by clerks. The record does not support that allegation. All of the information in the inventory was, and still is, fed into the computer by clerks. When the yardmaster looks at the information, he can make changes in the switching order by use of the keys on his **console**. He formerly performed that function using a pencil and writing on the list, since changes in the list originate with the yardmaster and must be either written by hand, or "written in" by machine. There is no violation of the Agreement involved in the performance by the yardmaster of that task, which is incidental to his assignment. After the **yardmaster** is satisfied with the order in which work has to be performed, a machine automatically transmits instructions to the yard crews.

While this claim was being progressed on the property, the Fourth Division was hearing a claim brought by **yardmasters** who argued that operating an IBM 1092 console in order to get PICL lists was the performance of duties that are not covered by their Schedule Agreement in that it belonged to **employees** represented by **BRAC**. **BRAC** was given third party notice and fully participated in the case. The Fourth Division ruled that operation of the IBM 1092 was not work reserved exclusively to clerks, and that **yardmasters** were not precluded from performing it.

The principle involved in Award No. 3129 of the Fourth Division and the principle involved in this claim are identical, even though the equipment involved is not. Use of the IBM 1092 permitted the yardmasters in that case to obtain a **PICL** list just as use of the **CRT** console permits yardmasters at Carrier's **Memphis** yard to view a PICL list on a Cathode Ray Tube. The basis of the **Employee's** argument is that the yardmaster is operating an office machine and that operation of such machines is reserved to them by their Agreement. The Fourth Division considered use of the IBM 1092 to be "operating" but it did not find that any contractual provision or past practice supported the argument that such operation was work reserved exclusively for clerks. There is no basis upon which to distinguish Award No. 3129. No provision in the Agreement supports the argument that use of the CRT console is reserved exclusively to clerks and no past practice has been established which would have the same effect.

The finding of the Board is that Carrier did not violate the Agreement and the claim will be 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:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1977.