

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21595
Docket Number CL-21408

David C. Randles, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**
(
(Robert W. Blanchette, Richard C. Bond
(and John **H. McArthur**, Trustees of the
(Property of Penn Central Transportation
(Company, Debtor

STATEMENT OF CLAIM: Claim of the **System Committee** of the Brotherhood,
GL-7972, that:

(a) The Carrier violated the Rules Agreement, effective February 1, 1968, particularly the Scope Rule, Rule 5-C-1 and other rules, as well as Extra List Agreement No. **20(o)** when they assigned and permitted Trainman **J. W. Emery**, Conductor on STS-1 and 2 operating West Brownsville, Pennsylvania to Shire Oaks, Pennsylvania and return, the duties of making a physical track check of cars at Shire Oaks, Pennsylvania yard, instead of using the available claimants.

(b) The following named persons each be allowed eight (8) hours at the pro rata rate of \$39.42 for each date beside their names account of the violation:

Case 143-72

D. M. Vojnik	September 15, 22, 1972
H. E. McCann	September 16, 18, 1972
J. H. Branch	September 17, 1972
T. J. Thoburn	September 19, 1972
W. P. Veres	September 21, 28, 1972
J. F. Jobes	September 23, 1972
T. J. Pyda	September 26, 1972
J. F. Dobosh	September 27, 1972
C. E. Vesley	September 29, 1972

case 13-73

H. E. McCann	October 5, 19, 20, 25, 26, November 4, 8, 11, 20, 25, 29, 1972
D. M. Vojnik	October 7, 18, 24, 29, November 1, 6, 9, 14, 21, 26, 30, 1972
T. J. Thoburn	October 3, 6, 23, 27, 31, November 7, 10, 16, 24, 1972
E. B. McCusker	October 1, 16, 22, November 2, 5, 13, 15, 22, 28, 1972

case 44-73

D. M. Vojnik	December 1, 7, 13, 20, 22, 23, 27, 1972, January 4, 6, 8, 14, 19, 25, 1973
H. E. McCann	December 2, 6, 9, 16, 26, 28, 29, 1972, January 3, 9, 10, 16, 21, 30, 1973
T. J. Thoburn	December 3, 10, 14, 19, 21, 30, 1972, January 5, 11, 13, 18, 23, 26, 1973
E. B. McCusker	December 5, 8, 12, 15, 1972, January 2, 7, 12, 17, 20, 27, 30, 1973

OPINION OF BOARD: In November 1971 the last clerical position remaining in existence at Shire Oaks was transferred to Clairton. Some ten months later Carrier instituted a local freight train operation to work from West Brownsville to Shire Oaks and return. At Shire Oaks, the turnaround point for the local freight train involved, the train crew would set out the cars destined Shire Oaks and beyond and would then Pick up cars left at Shire Oaks by another train **in** local service, which cars were destined to West Brownsville or were to be "pedaled" or set out at points between Shire Oaks and West Brownsville by **the** local freight on its return trip. On occasion, the conductor of this local would, while at Shire Oaks, line up the cars in his train (i.e., "block" them) for easier handling **en** route to his terminus at West Brownsville. **The** conductor's actions at Shire Oaks resulted in the instant claims.

Carrier contends that the work performed by the conductor is work properly a part of his responsibilities inasmuch as he is responsible for the proper handling of cars in his own train and he handled no other cars.

The handling of the cars in his own train which was picked up at Shire Oaks was not shown to have been any different from **the handling** of cars picked up or set out by this train at points between Shire Oaks and West Brownsville.

The Board concludes from the record that the conductor did not invade any rights of clerks. There is no showing that any handling was given to any cars not included in his own train. Consequently 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

The Agreement was not violated.

A W A R D

Claim denied,

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **Third** Division

ATTEST:



Executive Secretary

Dated at Chicago, Illinois, **this 30th** day of June **1977**.