

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21989
Docket Number CL-21435

Robert M. O'Brien, Referee

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

PARTIES TO DISPUTE: (**The Baltimore and Ohio Railroad Company**

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood,
GL-7970, that:

1. Carrier **violated** the Clerks' Agree-t when it **removed** clerical work from the scope **of** the Agreement and failed to **assign** such **work** to employees **covered** by raid Agreement at **Grafton, West Virginia**.

2. Carrier shall pay Mr. **R. R. Hoban** au additional 8 hours' pay at the Yard Clerk's rate of pay beginning September 13, 1972, and each subsequent date, until the clerical **work** is assigned to **employee(s)** covered by Clerks' Agreement.

OPINION OF BOARD: The Organization contends **that** c-acing **in** 1958, and continuing thereafter, the Carrier removed work **from** the Clerks' **Agreement**, and allowed **Yardmasters, employees** not encompassed by **the** scope of the Clerks' **Agreement**, to perform **this** work; The clerical work involved, the Organization asserts, **consisted** of copying and preparing lists of freight cars; sorting and **running** up freight waybills; sorting and **running** up IRM cards; and **filing** freight waybills and IBM cards in designated racks and bins. It is the Organization's position that all of the foregoing clerical work, which is performed by **Yardmasters** at **Grafton, West Virginia**, is reserved to those clerical **employees** working at **Grafton, West Virginia** by virtue of the Scope Rule **in** the parties' applicable collective bargaining Agreement. **The** Organization argues that such work baa exclusively and traditionally been performed by **employees** covered by the Clerks' Agreement **throughout** Carrier's system.

This **Board agrees** with the Organization that **the** work of copying and preparing lists of freight cars is work **exclusively reserved** to **employees** of the clerical craft and this work cannot be **assigned** to **Yardmasters** without this constituting a violation of the Clerks'

Agreement. Apparently, the Carrier also agrees with **the Organization's contention** as they have ordered Yardmasters to **discontinue** copying and preparing lists of freight cars at **Grafton**, West Virginia. Save for the work of copying and preparing lists of freight cars, **however**, this Board is not persuaded that Yardmasters at **Grafton, West Virginia** are performing work that is exclusively reserved to clerical employee assigned thereto.

This Board does not **find** from the record before us that Yardmasters are sorting and running up freight waybills and IBM cards in sequence as alleged by the **Organization**. The facts evidence that when the Yard Clerk has completed his track check and aligned the waybills **and** IBM cards in matching order, he **then turns** them over to the Yardmaster. The tonnage of the cars standing **on** the yard tracks are indicated on the freight waybills. It **must** be emphasized that these **documents** are prepared by the Yard Clerk before he gives them to the Yardmaster. Yardmasters at **Grafton** do not **compute** tonnage.

It **is** the Yardmaster's responsibility to assure that cars are properly switched into the outbound trains. In **exercising this** responsibility he **must** determine that the total weight of the outbound train does not exceed the allowed **maximum tonnage requirements**. The **Yardmaster** uses the waybills and **IBM** cards to monitor the tonnage of the outbound trains as they **are** being built. By using the waybills and the attendant **IBM** cards in this manner, the Yardmaster **is simply** performing work incidental to his responsibility of assuring that the outbound train has been properly made up before departing the Yard. After the cars **are** switched from the yard tracks into the outbound train, the Yardmaster then places the waybills and **IBM** cards in a pigeon-hole rack in the same order that he directed the cars to be switched.

Based on the foregoing state of the record, this Board is not convinced that Yardmasters are performing duties exclusively reserved to clerical **employees, notwithstanding** the contrary opinion expressed by several **Yardmasters**. **Yardmasters** are simply not sorting or running up freight waybills or **IBM** cards in sequence as claimed. **Nor** are they filing these documents in designated bins as averred by the **Organization**. **g**ather, the Yardmaster merely places them **in** a rack in the same order he directed the cars to be switched. This can hardly be considered filing as that term is **commonly understood**.

This **Board** has carefully reviewed Third Division Award No. 18804 relied on by the Organization herein. However, the **work performed** by Yardmasters at Indianapolis, Indiana, which the **Board** there **concluded** belonged to clerical **employees** is clearly **distinguishable** from the disputed work performed by **Yardmasters** at **Grafton, West Virginia**. Accordingly, Award No. 18804 **lends no** support to the **Organization's** position in the instant claim.

It was incumbent upon the Organization to **prove** that **work** which is clerical in nature was being performed by **employees** not encompassed by the scope of the Clerks' Agreement. This **Board** concludes that the Organization has failed to sustain that burden imposed upon them. The claim mat be denied as a result.

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 1978.