

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22011
Docket Number CL-21940

George S. Roukis, Referee

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

PARTIES TO DISPUTE: (

(Consolidated **Rail** Corporation
((**Former** Lehigh Valley Railroad **Company**)

STATEMENT OF CLAIM: **Claim** of the **System Committee** of the Brotherhood
GL-8289, that:

(a) Carrier violated the Rules **Agreement**, effective May 1, 1955, particularly Rules 1, 3, 7 and 9 among others, when it assigned the work of checking and weighing cars and preparing weight tickets at Perth **Amboy, New** Jersey to **employees** of the Yardmasters craft.

(b) Carrier now be required to compensate Clerk P. M. Trischitta for one day's pay at the applicable pro rata rate for the date of February 20, 1975 and all subsequent dates on which said violation occurred.

OPINION OF BOARD: This dispute pertains to the **assignment** of certain work to Yardmasters which consisted of weighing cars and preparing weight tickets at Perth **Amboy, New** Jersey on the second trick. It is contended that the clerical position formerly assigned to perform this work was abolished on May 4, 1973. Carrier does not directly challenge Claimant's factual assertion, but argues instead that:

"The work of weighing cars and preparing weight tickets, which consumes less than fifteen (15) minutes' time per trick, has never been an exclusive function of clerks on the property but has been performed by others, including, as in this case, **Yard-**
rasters. "

The Scope Rule in question reads, in part, as follows:

"Positions or work coming under the scope of this **agreement shall** not be **removed** and transferred to **employees** coming under the scope of another **agreement** (except in the case of reduction of clerical forces to establish a one **man** agency) except by **mutual agreement.**"

This rule was interpreted by the Board in Award 13807 (Referee Kornblum). We stated therein, "it **must** be assumed that work which is regularly assigned to a clerical position under the **Agreement** is work **coming** under the Scope of the **Agreement** (even if not exclusively under it), and therefore, when that position is abolished the duties **remaining must** be assigned to another clerical position at the location coming under the Agreement, save in time exception expressly described (reduction to a one **man** agency)." We do not think its specifications and coverage **requirements** are inapplicable to the particulars of this case.

Therefore, Part (a) of the claim is sustained. Conversely, Carrier argues that only fifteen **(15) minutes** per trick is **consumed** in the **performance** of this work, thus the claim in part (b) is upheld for fifteen **(15) minutes** at the applicable pro rata rate, on the second trick, for each **date** that the **disputed** work **was assigned to a Yardmaster.**

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 violated.

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~~Claim~~ sustained in accordance with the Opinion of the Board.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 14th day of April 1978.