

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23055  
Docket Number CL-22991

George S. Roukis, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, **Airline &** Steamship Clerks,  
( Freight Handlers, Express and Station **Employees**  
(  
(The Chesapeake and Ohio Railway Company

STATEMENT OF CLAIM:

**Claim** of the System **Committee** of the Brotherhood  
(GL-8808) that:

(a) The Carrier violated Rule 1 and others of the Clerks' General Agreement on June 7, 1974 when they required and **allowed** Assistant General **Yardmaster Baker** to transport lists from the **IBM** Room to **Hump**.

(b) **Claimant G. A. Cousino** now be **allowed** eight (8) hours **pay at the pro rata rate of \$41.18 per day account Mr. Baker performing** clerical duties.

OPINION OF BOARD:

In a **companion claim**, Award No. 23053 initially filed by the Organization on **April 10, 1972** involving the **same** Organization and Carrier and the same **issue**, **we found** that the work of delivering switch lists, bid slips and time **slips** between the **Walbridge IBM Room** and the **Bump Office** or **from** the **Hump Office** to the "**C**" or "**D**" Tower did not **belong** exclusively to the clerical **employees**.

In the instant **claim** filed on June 7, 1974, Petitioner asserts that Carrier **violated** the Scope Rule **and** others when it permitted the Assistant General **Yardmaster** to **transport** lists **from** the **IBM** Room to the **Hump**. It **is** an identical **claim** to the April 10, 1972 petition referenced above **in that the pneumatic tube system was inoperative on June 7, 1974** thus requiring the delivery of **switch** lists **from** the **IBM** Room to the **Hump**.

In our review of this case, we **recognize** that claimant **oftentimes** delivered switch **lists** where the pneumatic tube system was down, but **it** was not work **exclusively** reserved to the Clerk's **Organization**. **There** is no Agreement basis or **institutionalized past** practice that would support a positive **finding** of work exclusivity, since other crafts **performed** this precise work, incidental to their primary duties when the pneumatic tube **system was dysfunctional**. The record including the Job sheet for position A-351, does not **show** that the delivery of switch lists, etc. between the

geographical locations noted in the claim was **performed** exclusively by the **clerks** and we are **compelled** by this **finding** and our decision **in Award** No. 23053 to deny the claim.

**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. Paulos*  
Executive Secretary

Dated at Chicago, **Illinois**, this **14th** day of November 1980.

