

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23211
Docket Number CL-22652

Dana E. Eischen, Referee

PARTIES TO DISPUTE: { Brotherhood of Railway, Airline and Steamship Clerks,
Freight Handlers, Express and Station Employees
{ The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8616) that:

(1) Carrier violated the Agreement between the parties, when commencing on August 3, 1976 and continuing, it caused and permitted employees of the Specialty Chemicals Division of the Allied Chemical Corporation, Perkins, West Virginia, to prepare and deliver Memorandum Waybills for car load shipments to move from Perkins, West Virginia to Moundsville, West Virginia.

(2) Carrier as a result thereof, shall compensate Chief Clerk L. R. Comer, Wheeling Freight Agency, eight (8) hours' pay for August 3, 1976, and each date thereafter until the violation is corrected.

OPINION OF BOARD: This claim alleges a violation of the Scope Rule. In order to prevail the Organization must show agreement reservation of the work and requires careful focus upon the precise work at issue. That work was the entering of car orders and dates by the employees of Allied Chemical Corporation upon forms previously typed by Carrier's clerical employees. The purpose of the forms was to comply with ICC directive criticizing shipments of dangerous chemicals from the Allied Plant at Perkins, Virginia four miles to Moundsville, West Virginia. Upon arrival at Moundsville, the clerk to the Agent prepared revenue waybills for the further shipment of the materials. Until August 3, 1976 the Allied shipments, including the dangerous chemicals, moved from Perkins to Moundsville without designation on the switch list which have always been prepared by employees of Allied. Upon arrival at Moundsville, the revenue waybills for the outbound cars are prepared by clerical employee represented by BRAC. Prior to July 30, 1975 that employee was the Chief Clerk at Moundsville. That position was abolished July 30, 1975, however, and since then Chief Clerk at Wheeling was sent to Moundsville each afternoon to prepare the outbound waybills for the Allied shipments coming in from Perkins.

Following an ICC inspection on August 3, 1976 Carrier was ordered to provide identifying information for the train crews as to which cars moving from the Allied Chemical North Plant and South Plant at Perkins to Moundsville actually contained dangerous chemicals. Apparently ICC wanted this information available to the crew in the event of leakage or derailment during that four-mile move. For shipments from the South Plant, on and after August 3, 1976, Allied Chemical employees commenced writing and stamping the word "Dangerous" next to cars on the switching lists which they had traditionally prepared for Carrier's crews. Apparently that procedure was not grieved in the present claim. At the North Plant, Allied Chemical initially indicated that the foregoing procedure would not be practical and that some other method of communicating the information would have to be developed. It is noted however that commencing April 18, 1977 Allied employees at North Plant adopted the system of writing the word "Dangerous" on the switch lists. Accordingly, it is our understanding that the time period covered by the claim is August 3, 1976 to April 17, 1977.

For the period in question Carrier provided the ICC required information for the shipments out of the North plant by using B&O freight waybills. Those waybills were partially filled out by Carrier's clerical employees and forwarded to the Allied Plant. At that location, the Allied employees filled in the date, initials and number of the cars carrying the dangerous substance and, if appropriate also corrected the description of the chemical involved which was uniformly indicated on the pre-printed waybills as "1 T/C muriatic acid hydrochlorine." The crux of this claim is whether the completion of these freight waybills by the Allied employees constituted a violation of the Clerk's Scope Rule.

This record demonstrates clearly that the waybill forms filled by the Allied employees were not used as billing forms, they served rather the purpose of "memo bills", "slip-bills" or a "receiving waybill" to move cars from one location to another. There is no showing of exclusivity to Claimant of the preparation of such slip bills, as contrasted with "revenue bills". See Awards 2382, 7590, 22252. Nor has the Organization demonstrated persuasively the applicability of Rule 1 (c) in this case. Accordingly we shall deny the claim that Rule 1 was violated.

FINDINGS: That 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 16th day of March 1981.