

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21475
Docket Number CL-20999

William M. Edgett, Referee

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

PARTIES TO DISPUTE: (

(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7700) that:

1. Carrier violated the Clerks' Agreement when, beginning July 9, 1973, it required and/or permitted Yardmasters (who are not covered by the Clerks' Agreement) at Memphis, Tennessee, to operate an office machine (CRT) in its Sargent Yard Office, in violation of Rule 1 and related rules of the Clerks' Agreement (Carrier's File 205-4827).

2. Carrier shall now be required to compensate claimants as listed below until violation is corrected and the work of operating the office machine here involved is assigned to persons covered by the scope and operations of the Clerks' Agreement:

(a) PICL Clerk W. A. Rasbach, eight hours at pro rata rate, \$41.48 per day for July 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, 1973;

(b) PICL Clerk J. E. Gamble for eight hours at pro rata rate, \$41.48 per day for July 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, 1973;

(c) PICL Clerk T. M. Dodd for eight hours at pro rata rate, \$41.48 per day for July 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, 1973.

Claim is also for eight hours' pay each day at pro rata rate for each shift (for occupants of PICL Clerk positions, Memphis), 11PM to 7AM; 7AM to 3PM and 3PM to 11 PM, seven days each week and continuing until the violation is corrected.

OPINION OF BOARD: As part of its Transportation Control System Carrier installed a system identified as Yard and Terminal Subsystems (YATS) in its Memphis Terminal. YATS upgrades the PICL Inventory System by use of a mini-computer system which enables the yardmaster to read information which has been placed in the system directly from a Cathode Ray Tube. Prior to the installation of the YATS system, the yardmaster was furnished car lists by the Clerks. That intermediate step is no longer necessary since the list is shown directly on the CRT whenever the yardmaster requests the information.

In order to call for a list on the CRT the yardmaster punches the appropriate buttons on his console. The Employees take the position that the yardmaster is operating the machine and that that function is reserved to clerks by their Agreement. In the presentation of this case, the Employees alleged that the yardmaster was performing functions which had formerly been performed by clerks. The record does not support that allegation. All of the information in the inventory was, and still is, fed into the computer by clerks. When the yardmaster looks at the information, he can make changes in the switching order by use of the keys on his console. He formerly performed that function using a pencil and writing on the list, since changes in the list originate with the yardmaster and must be either written by hand, or "written in" by machine. There is no violation of the Agreement involved in the performance by the yardmaster of that task, which is incidental to his assignment. After the yardmaster is satisfied with the order in which work has to be performed, a machine automatically transmits instructions to the yard crews.

While this claim was being progressed on the property, the Fourth Division was hearing a claim brought by yardmasters who argued that operating an IBM 1092 console in order to get PICL lists was the performance of duties that are not covered by their Schedule Agreement in that it belonged to employees represented by BRAC. BRAC was given third party notice and fully participated in the case. The Fourth Division ruled that operation of the IBM 1092 was not work reserved exclusively to clerks, and that yardmasters were not precluded from performing it.

The principle involved in Award No. 3129 of the Fourth Division and the principle involved in this claim are identical, even though the equipment involved is not. Use of the IBM 1092 permitted the yardmasters in that case to obtain a PICL list just as use of the CRT console permits yardmasters at Carrier's Memphis yard to view a PICL list on a Cathode Ray Tube. The basis of the Employee's argument is that the yardmaster is operating an office machine and that operation of such machines is reserved to them by their Agreement. The Fourth Division considered use of the IBM 1092 to be "operating" but it did not find that any contractual provision or past practice supported the argument that such operation was work reserved exclusively for clerks. There is no basis upon which to distinguish Award No. 3129. No provision in the Agreement supports the argument that use of the CRT console is reserved exclusively to clerks and no past practice has been established which would have the same effect.

The finding of the Board is that Carrier did not violate the Agreement and 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

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 31st day of March 1977.