

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21821
Docket Number CL-21722

James F. Searce, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8195) that:

(1) Carrier violated the Agreement on March 12, 1975 when it required an employee not covered by the Clerks Agreement to perform the routine daily clerical work of a Yard Clerk by making a physical check of cars, determine the contents, obtain the numbers and make a report of same to the Yardmaster.

(2) Carrier be required to compensate J. A. Morgan, Yard Clerk, for two (2) hours of overtime at the time and one-half rate for the claim date.

OPINION OF BOARD: This case arises out of an exchange between the afternoon shift Yardmaster and the Switch Crew Foreman at the McGee Street Yard of the Carrier on Wednesday, March 12, 1975. The Union contends that the Switch Crew Foreman was instructed to perform work properly within the jurisdiction of the Yard Clerk classification, which is represented by Union.

The incident centered around the Carrier's efforts to respond to a customer by having five cars properly identified and positioned so that they might be moved to the customer's dock by 7:00 p.m. that day.

The five cars were located and verified at another yard operated by the Carrier (the Blue River Yard) by a clerk who made entries to that effect on Form 501-A. The five cars were repositioned in the drag (of 41 cars) next to the engine and the drag moved to the appropriate yard. All of this occurred prior to the incident prompting this dispute.

The yard to which the drag was relocated only has a yard clerk assigned during the hours 7:00 a.m. to 3:00 p.m., Monday through Friday; that is the Claimant's assignment. This incident occurred after the Claimant had left for the day.

After arriving for work that afternoon, the Yardmaster endeavored to establish the location and proper positioning of the five cars. He contacted the Switch Crew Foreman, apparently by radio. His instructions to the Foreman are in dispute and the bone of contention which prompts this dispute.

The Yardmaster either -

- (a) gave the Foreman the numbers of the cars and their proper location (next to the engine) and asked him to verify that they were there

or

- (b) asked the Foreman to walk the drag and give him the numbers of the five cars immediately adjacent to the engine.

The Union contends that the Yardmaster did (b) above and, as such, was asking him to perform work properly within the scope of the Yard Clerk position. The Union initially relied to an extent upon the fact that a claim was filed by the Switch Crew Foreman for being required to perform out of his classification. This demand, however, was eventually dropped by the Foreman and his Union (UTU).

A review of the record, including the different versions of the communication between the Yardmaster and the Switch Crew Foreman failed to support the Union's position. It seems clear that the intent of the Yardmaster's request was to verify the precedent actions relative to carrying out this mission--the earlier identification and listing of the cars by the clerk at the Blue River Yard, and the realignment of the five cars and movement of the drag to the appropriate location. Such acts of verification are proper and do not represent an incursion into the work scope of the Yard Clerk.

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

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 16th day of December 1977.