

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21989
Docket Number CL-21435

Robert M. O'Brien, 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-7970, that:

1. Carrier violated the Clerks' Agreement when it removed clerical work from the scope of the Agreement and failed to assign such work to employees covered by said Agreement at Grafton, West Virginia.

2. Carrier shall pay Mr. R. H. Hoban an additional 8 hours' pay at the Yard Clerk's rate of pay beginning September 13, 1972, and each subsequent date, until the clerical work is assigned to employee(s) covered by Clerks' Agreement.

OPINION OF BOARD: The Organization contends that commencing in 1958, and continuing thereafter, the Carrier removed work from the Clerks' Agreement, and allowed Yardmasters, employees not encompassed by the scope of the Clerks' Agreement, to perform this work. The clerical work involved, the Organization asserts, consisted of copying and preparing lists of freight cars; sorting and running up freight waybills; sorting and running up IBM cards; and filing freight waybills and IBM cards in designated racks and bins. It is the Organization's position that all of the foregoing clerical work, which is performed by Yardmasters at Grafton, West Virginia, is reserved to those clerical employees working at Grafton, West Virginia by virtue of the Scope Rule in the parties' applicable collective bargaining Agreement. The Organization argues that such work has exclusively and traditionally been performed by employees covered by the Clerks' Agreement throughout Carrier's system.

This Board agrees with the Organization that the work of copying and preparing lists of freight cars is work exclusively reserved to employees of the clerical craft and this work cannot be assigned to Yardmasters without this constituting a violation of the Clerks'

Agreement. Apparently, the Carrier also agrees with the Organization's contention as they have ordered Yardmasters to discontinue copying and preparing lists of freight cars at Grafton, West Virginia. Save for the work of copying and preparing lists of freight cars, however, this Board is not persuaded that Yardmasters at Grafton, West Virginia are performing work that is exclusively reserved to clerical employees assigned thereto.

This Board does not find from the record before us that Yardmasters are sorting and running up freight waybills and IBM cards in sequence as alleged by the Organization. The facts evidence that when the Yard Clerk has completed his track check and aligned the waybills and IBM cards in matching order, he then turns them over to the Yardmaster. The tonnage of the cars standing on the yard tracks are indicated on the freight waybills. It must be emphasized that these documents are prepared by the Yard Clerk before he gives them to the Yardmaster. Yardmasters at Grafton do not compute tonnage.

It is the Yardmaster's responsibility to assure that cars are properly switched into the outbound trains. In exercising this responsibility he must determine that the total weight of the outbound train does not exceed the allowed maximum tonnage requirements. The Yardmaster uses the waybills and IBM cards to monitor the tonnage of the outbound trains as they are being built. By using the waybills and the attendant IBM cards in this manner, the Yardmaster is simply performing work incidental to his responsibility of assuring that the outbound train has been properly made up before departing the Yard. After the cars are switched from the yard tracks into the outbound train, the Yardmaster then places the waybills and IBM cards in a pigeon-hole rack in the same order that he directed the cars to be switched.

Based on the foregoing state of the record, this Board is not convinced that Yardmasters are performing duties exclusively reserved to clerical employees, notwithstanding the contrary opinion expressed by several Yardmasters. Yardmasters are simply not sorting or running up freight waybills or IBM cards in sequence as claimed. Nor are they filing these documents in designated bins as averred by the Organization. Rather, the Yardmaster merely places them in a rack in the same order he directed the cars to be switched. This can hardly be considered filing as that term is commonly understood.

This Board has carefully reviewed Third Division Award No. 18804 relied on by the Organization herein. However, the work performed by Yardmasters at Indianapolis, Indiana, which the Board there concluded belonged to clerical employees is clearly distinguishable from the disputed work performed by Yardmasters at Grafton, West Virginia. Accordingly, Award No. 18804 lends no support to the Organization's position in the instant claim.

It was incumbent upon the Organization to prove that work which is clerical in nature was being performed by employees not encompassed by the scope of the Clerks' Agreement. This Board concludes that the Organization has failed to sustain that burden imposed upon them. The claim must be denied as a result.

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. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1978.