

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22011
Docket Number CL-21940

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employes
(
(Consolidated Rail Corporation
((Former Lehigh Valley Railroad Company)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
GL-8289, that:

(a) Carrier violated the Rules Agreement, effective May 1, 1955, particularly Rules 1, 3, 7 and 9 among others, when it assigned the work of checking and weighing cars and preparing weight tickets at Perth Amboy, New Jersey to employees of the Yardmasters' craft.

(b) Carrier now be required to compensate Clerk P. M. Trischitta for one day's pay at the applicable pro rata rate for the date of February 20, 1975 and all subsequent dates on which said violation occurred.

OPINION OF BOARD: This dispute pertains to the assignment of certain work to Yardmasters which consisted of weighing cars and preparing weight tickets at Perth Amboy, New Jersey on the second trick. It is contended that the clerical position formerly assigned to perform this work was abolished on May 4, 1973. Carrier does not directly challenge Claimant's factual assertion, but argues instead that:

"The work of weighing cars and preparing weight tickets, which consumes less than fifteen (15) minutes' time per trick, has never been an exclusive function of clerks on the property but has been performed by others, including, as in this case, Yardmasters."

The Scope Rule in question reads, in part, as follows:

"Positions or work coming under the scope of this agreement shall not be removed and transferred to employees coming under the scope of another agreement (except in the case of reduction of clerical forces to establish a one man agency) except by mutual agreement."

This rule was interpreted by the Board in Award 13807 (Referee Kornblum). We stated therein, "it must be assumed that work which is regularly assigned to a clerical position under the Agreement is work coming under the Scope of the Agreement (even if not exclusively under it), and therefore, when that position is abolished the duties remaining must be assigned to another clerical position at the location coming under the Agreement, save in the exception expressly described (reduction to a one man agency)." We do not think its specifications and coverage requirements are inapplicable to the particulars of this case.

Therefore, Part (a) of the claim is sustained. Conversely, Carrier argues that only fifteen (15) minutes per trick is consumed in the performance of this work, thus the claim in part (b) is upheld for fifteen (15) minutes at the applicable pro rata rate, on the second **trick, for each date that the disputed work was assigned to a Yardmaster.**

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 violated.

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Claim sustained in accordance with the Opinion of the Board.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 14th day of April 1978.