

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 25359
Docket Number CL-25284

Eckehard Muessig, 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-9788) that:

(1) Carrier violated the Scope Rule of the Agreement when, on dates of August 1, 2, 4, 6, 9, 11, 13, 16, 18, 20, 22, 23, 25, 27, 30; September 1, 3, 5, 8, 10, 13, 15, 16, 23, 27 and 28, 1982, and continuing, it caused and permitted employees not covered by the Clerk-Telegrapher Agreement to transcribe lists of railroad freight cars, recording car numbers and initials, whether loaded or empty, kind, handling and other data necessary for placement-at, or movement-from, Zanesville, Ohio, the location of a Clerical facility, and

(2) Carrier, as a result of such infringement upon Employees' rights, shall be required to compensate Claimant H. E. Barnett, Zanesville, Ohio, eight (8) hours' pay for the dates of August 1, 2, 4, 6, 9, 11, 13, 16, 18, 20, 22, 23, 25, 27, 30; September 1, 3, 5, 8, 10, 13, 15, 16, 23, 27 and 28, 1982, and continuing on all subsequent dates on which Carrier causes, requires and permits non-clerical employees to perform such clerical work at Zanesville, Ohio.

OPINION OF BOARD: This dispute arose after the Carrier abolished its last yard crew assignment and discontinued its Yardmaster at Zanesville, Ohio on July 8, 1982.

On the following day, July 9, 1982, switching in the Zanesville Yard was done by road crews on the basis of instructions conveyed to them by road Conductors. The Carrier contends that track checks continued to be made by Clerical employees. The claim here stems from the charges noted above in that the Claimant maintains that the Conductors were allowed to "...prepare and document reports that were previously prepared by a clerk for station record".

The Board finds that the weight of the record supports the Carrier's contentions. Essentially, necessary track checks at Zanesville continue to be performed by Clerical employees. Moreover, there is reasonable substance to uphold a finding that road crews continue to perform switching based on information contained on way bills, which are prepared by Clerks. In addition, it is basically uncontroverted that the tasks of the Conductor as presented herein, are not unlike those performed on Carrier's other properties within its system. In summary, while we have read and understand the many arguments and Awards submitted by the parties, we find Special Board of Adjustment No. 192 in its Award No. 140 to be particularly applicable with respect to the essential issues of this dispute. Accordingly, under the facts here, we will deny the claim.

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:


Nancy J. Leever - Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1985.