

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 35356
Docket No. CL-33809
01-3-97-3-254**

The Third Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

**(Transportation Communications International Union
PARTIES TO DISPUTE: (
(Burlington Northern Santa Fe Railway Company**

STATEMENT OF CLAIM:

“The Organization states its claim as follows:

- 1. Carrier violated the Schedule Agreement effective December 1, 1980 at Springfield, Missouri, when the work of gathering information relative to locomotive engine consists and direction engines are headed, tonnage, speed restrictions, oversize loads, train call times, number of empties and length of train was removed from clerical employees under the scope of the Agreement and given to strangers to the Agreement.**
- 2. Carrier shall now be required to compensate the Senior Available GREB or Extra List Employee for two (2) hours compensation at the rate of the Bill Clerk positions (\$115.36 per day) beginning January 31, 1994, and continuing each and every day thereafter until said violation ceases and the work is returned to the craft and class of employees represented by Transportation Communications Union.”**

FINDINGS:

The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

As Third Party in Interest, the United Transportation Union / Yardmasters Department was advised of the pendency of this dispute, but chose not to file a Submission with the Board.

Prior to January 30, 1994, three regular Bill Clerk positions and one relief Bill Clerk position were assigned to the Yard Office at Springfield, Missouri. When a Yardmaster at Springfield called an outbound train on duty and he was satisfied there were locomotive power and crews available for the train he would call the Crew Caller and advise the Crew Caller of the train and the call time. He would then call the Bill Clerk at the Springfield Yard Office and advise him/her of the train number and call time.

The Bill Clerk would then call the Service Track and obtain the numbers of the engine consist; the number of loads and empties in the train; the train's tonnage and its length in feet; and the number of high or wide loads, if any. The Bill Clerk would fax this information to the Southern Corridor Operator along with the train call time and crew information.

On March 15, 1993, the Carrier advised the Organization that it planned to establish a Customer Support Center in Fort Worth, Texas, and transfer work from yard, freight and agency facilities on the Fort Worth, Amarillo and Tulsa Divisions to the Customer Support Center on or after April 29, 1993.

On or about January 31, 1994, freight and yard office functions were transferred from Springfield to the Customer Support Center in Fort Worth. As a result of this consolidation, a number of positions at Springfield were eliminated, including all the Bill Clerk positions. At the same time, 37 new clerical positions were created at the Customer Support Center in Fort Worth. The Carrier contends that the

work previously performed by the Bill Clerks at Springfield was transferred to the Customer Support Center and assigned to clerical employees (Operation Support Specialists) at that location.

After the Bill Clerk positions at Springfield were abolished, the Yardmaster would contact the Service Track himself and obtain the engine numbers. He would then fill out call sheets showing the train identification; locomotive numbers; call time of train; the number of loads and empties; the tonnage and length of the train; and the restricted cars, if any. The Yardmaster would fax this information to the Crew Dispatcher, Customer Support Center, Service Track, Car Department and Southern Corridor Operator who then entered the information into the ORS computer system.

On February 5, 1994, the Organization filed a claim contending that the Carrier violated the Clerical Agreement by transferring work covered by the Scope of the Agreement to Yardmasters at Springfield, Missouri. It requested that this work be returned to the clerical craft and class and that a clerical employee be compensated two hours' pay at the Bill Clerk rate until the work formerly performed by Bill Clerks at Springfield is returned to the clerical craft and class.

The Carrier denied the claim insisting that the work formerly performed by Bill Clerks at Springfield was that of a middleman. The Carrier contends that when the Yardmaster now provides the Service Track with outbound train information directly, rather than through a Clerk, he is performing work that is incidental to his regular duties which is permissible under the Scope Rule of the parties' Agreement.

The Carrier has convinced the Board that when Yardmasters at Springfield contact the Service Track directly with outbound train information they are performing work that is incidental to their regular duties. That Bill Clerks previously relayed this information to the Service Track did not preclude Yardmasters from conveying it directly to the Service Track. This task was merely incidental to the Yardmasters' regular duty of gathering and disseminating information for outbound trains made up at the Springfield Yard. Therefore, it was permissible under the Scope Rule of the parties' Agreement for Yardmasters to perform this work. The claim must be denied as a result.

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AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 20th day of March, 2001.