

PUBLIC LAW BOARD NO. 94

PARTIES) NORFOLK AND WESTERN RAILWAY COMPANY
TO)
DISPUTE) UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM: Claims of various Bellevue Terminal Car Retarder Operators on various dates for 8 hours at straight time at CRO rate account doing clerical duties, violation of Yard Rule #11.

FINDINGS: This Public Law Board No. 94 finds that the parties herein are Carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the Organization has filed the enclosed pilot claims for various Bellevue, Ohio, Terminal Car Retarder Operators and/or Hump Conductors for performing clerical duties and/or using the digital VT 100 machine. Instructions were reissued in 1981 for keeping a record of the cars that were handled by CRO's and/or Hump Conductors.

An agreement was entered into with the Organization on April 29, 1966, establishing the position of Car Retarder. The Car Retarder's responsibilities were to insure that the correct car moves properly into the designated classification track shown on a mechanically pre-printed list or console screen listing furnished by the clerical forces. From this list furnished by clerical forces, the Car Retarder Operator and the Hump Conductor insure these cars reach their properly designated track.

If a certain car was to move into a track other than shown on the mechanically pre-printed form, the CRO or Hump Conductor was required to notify all concerned (Yardmaster, clerical forces and management) in order to maintain an accurate inventory. The CRO and/or Hump Conductor does not now, nor previously, perform any clerical function. They do mechanically operate retarder and switches and the route selector whereby the CRO positions and the duties established in the April 29, 1966 Agreement wherein they were paid a difference in the rate of \$.2150 per hour, or \$1.72 per day higher than a Yard Conductor, to allow for the mechanical manipulation of rolling equipment from the arrival tracks over the Bellevue Hump.

The Carrier alleges that the complained of service is incidental to the CRO's and/or Hump Conductor's duties and is not exclusive to any one class or craft of employees. The Organization contends that clerical duties are not included in Yard Rule #11 and, therefore, the work of providing a record of cars handled on the switch list or operating the VT machine cannot properly be performed by CRO's or Hump Conductors.

Yard Rule #11 does not describe the detailed duties of Yardmen, but lists the work in general terms, such as:

" . . . the switching and transfer of all freight and passenger equipment . . . , the handling of all construction and maintenance of way trains . . . , work trains and milk trains . . . (and) all pilot service . . . operating exclusively within the switching limits."


Numerous awards have held that some clerical work is required in connection with the work of Yard employees. There are several awards which are pertinent to this case: Award No. 3 of Public Law Board No. 1500, Award No. 4 of Public Law Board No. 555, Award No. 8 of Public Law Board No. 845, and Award No. 39 of Public Law Board No. 787. These awards follow the general tenor expressed by First Division Award 15 908 wherein Yard helpers on a drill crew were required to do marking formerly done by the Yard clerk. That decision and First Division Award 13 334 generally support a finding that Yard crews may be required to perform work which is incidental to their duties. The evidence indicates that the work involved herein is not the exclusive work in one craft, as was the case in First Division Award 13 334. It is also noted that an interim period of time was involved.

Under the circumstances herein, there is no violation of the claim.

AWARD: Claim denied.



Preston J. Moore, Chairman



Neal E. Moore
Union Member



J. R. Bedzina
Carrier Member

Dated: December 18, 1984