

PUBLIC LAW BOARD NO. 2236

Award No. 35
Docket No. 35
Case No. 8-NG-561

PARTIES TO DISPUTE:

WESTERN MARYLAND RAILWAY COMPANY
and
UNITED TRANSPORTATION UNION

STATEMENT OF CLAIM:

Claim of Conductor R. E. Nave, for five days at Yard Rate for performing clerical duties, April 30, 1978 and May 6, 7, 13 and 14, 1978, at West Virginia Central Junction.

FINDINGS:

The Organization asserts that on the claim dates, Claimant was instructed to perform Clerk's duties such as taking mail orders, writing up transfers of cars, making lists of cars to be switched, taking numbers of cars from B&O and making switching lists regarding the same. The Organization admits that prior to March 25, 1978, Conductors were required, and did perform, said duties that were outlined above. Effective March 25, 1978, Operators and Clerks were assigned to the West Virginia Central Junction on a 24-hour basis. At this time, the clerical work that was previously performed by Conductors at West Virginia Central Junction, became that of Clerks. As such, Claimant performed work that was assigned to another craft; work which his seniority did not entitle him to perform.

Carrier argues that the work in question had always been considered incidental to the Conductor's regular assignment and, since the West Virginia Central Junction Switcher had performed whatever switchwork was required at the Mill on a day-to-day basis, it pertained, directly, to the service performed by the Traveling Switcher Conductor and his Crew. Carrier states that with the consolidation of B&O-WM operations, effective March 25, 1978, Clerk-Telegraphers were assigned to West Virginia Central Junction on a 24-hour basis. The changes involved train movement on the Maryland and Monongah divisions of B&O, and the primary function of the Clerk-Operator positions was to handle train orders and messages for the movement of road trains in this territory.

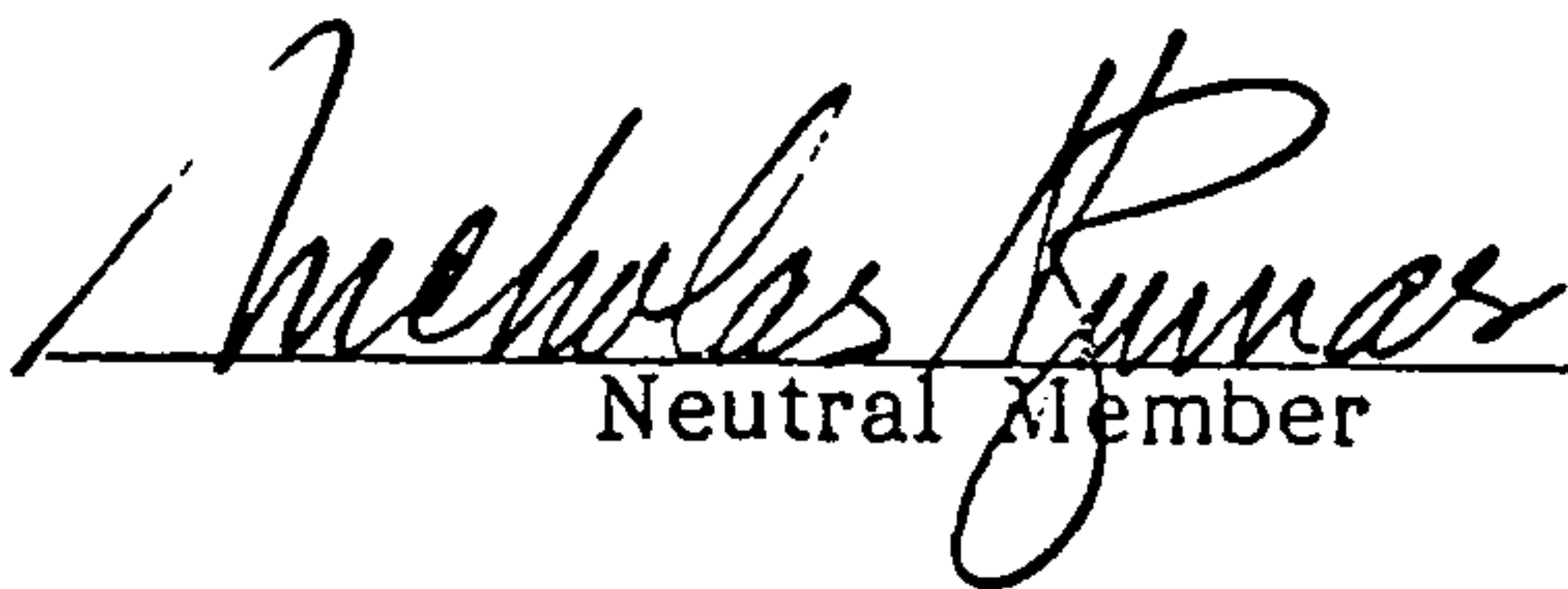
Carrier further states that on the claim dates, the Clerk/Telegrapher position at West Virginia Central Junction was not filled on the trick covered by Job No. 3. On those particular dates, Claimant on Job No. 3 made the required reports that were incidental to the assignment on which he performed duty, a function he had performed many years without complaint and on a regular basis.

On the basis of the record before it, the Board finds that there is no merit to the claim. There is no evidence that any of the work performed was transferred to the Clerks' craft exclusively; there is no evidence that Carrier negotiated an agreement with BRAC that Clerks would perform the work exclusively; and there was no evidence that there was any agreement that the work would exclusively revert to BRAC. There is evidence that on each of the claim dates, Claimant performed all, or part of, the same work he had performed for many years in the Terminal and Mill, without claim.


The Board agrees with Carrier that over the years a prime, and on many occasions the only, work performed for the West Virginia Central Junction Traveling Switcher was to move cars into and out of, and to switch, the papermill operation. Any reports prepared by the Switcher Conductor related to cars switched or to be switched by the West Virginia Central Junction Traveling Switcher Crews. The operating changes effective March 25, 1978 in no way altered the past practice of many years.

AWARD:

Claim denied.



Neutral Member



Carrier Member



Organization Member

Date: 6-13-83