



According to the Union, for yardmasters to weigh cars requires them to leave the tower, go down to the ground and operate the automatic scale. It cites a number of prior awards in support of the proposition that the principal work of the class has been historically limited to the supervision of road and yard employees when engaged in making, breaking up or handling trains or performing switching duties. Weighing cars, it argues, is work entirely out of character with supervisory work.<sup>1</sup>

The Carrier asserts several defenses. First, it maintains that the disputed work is simple, infrequent to the point of being *de minimis* and never previously performed exclusively by clerks. In a nutshell, the operating crews move the car or cars onto the automatic scale machine. When it clears, the yardmaster pushes a button and the crew then returns the car to the scale, which automatically records and prints its weight onto a ticket. The yardmaster then enters the information into a computer or hand-writes it onto a form. Very few cars are weighed daily, according to Carrier—in the specific incidents prompting this Claim, Yardmaster Bogac was instructed to push the button twice in connection with the weighing of two cars. That work cannot have taken more than a few minutes.

Secondly, the Carrier argues that the Organization's basic underlying premise is faulty. The Scope Rule neither expressly prohibits assignment of a function that is not "supervisory in nature" nor requires Carrier to prove that it has by history, custom or tradition never been performed by yardmasters. Rather, the language of the rule clearly grants Carrier the unrestricted right to assign yardmasters "such other duties" as it sees fit.

The Board finds that the evidence of record predominately favors the Carrier's position. The numerous awards sponsored by both sides make it plain that yardmaster work, despite the absence of a very detailed description in the agreement, has, as the Organization urges, been long defined as broadly embracing the assignment and supervision of crews in yard operations, assuring the proper execution of making up and

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<sup>1</sup> An issue involving whether Carrier declined the Claim within the appropriate time limits was alluded to in progressing the grievance on the property, but not raised in either the Organization's initial appeal or its submission to this Board. Since we cannot determine from this record whether the assertion was well founded, we conclude that the Organization has not met its burden on that procedural issue.

breaking down of trains, blocking empties, spotting loads, switching work and the like. Balanced against that generality, the cases also take recognition of the basic reality that for over a half-century, various pressures and conditions have forced change in the industry, and that as a result tangential work comes and goes to the detriment and advantage of all groups, including yardmasters. Accordingly, absent clear and specific provisions under the collective agreement, the awards have generally acknowledged the fundamental legal principle cautioning against implying or imposing limitations on a Company's right to rearrange its work unless it has itself limited those rights under the rules.


In this instance, while there may be no supervisory skills necessarily embedded in the ministerial act of pushing a button, there is also no proof in this record contradicting Carrier's contention that such activity is sporadic and minimal. Such incidental motions are arguably permitted under Article 1 of the controlling Agreement, which here gives force to the reality acknowledged in the arbitral authority by incorporating the "handling of cars and trains *and duties directly incidental thereto*" among a yardmaster's responsibilities.

While, as with all rules, Article 1 must be subject to reasonable application, in the face of the evidence of record here, the Board is unable to find that the Scope Rule of the Agreement has been violated by Carrier's action in requiring yardmasters to occasionally push buttons in the process of obtaining car weights. For the reasons stated above, the Claim respectfully must be denied.

AWARD

The Claim is denied.

  
 M. D. Thompson  
 Employee Member

  
 James E. Conway  
 Chairman and Neutral Member

  
 Kathleen A. Alexander  
 Company Member