

**Award No. 16877**  
**Docket No. TE-15916**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Jan Eric Cartwright, Referee**

**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION**

**CHICAGO GREAT WESTERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Transportation-Communication Employees Union on the Chicago Great Western Railway, that:

1. Carrier violated the Agreement between the parties when on Saturday, June 27, 1964, it required or permitted the Agent at Sycamore, Illinois, and the General Agent, to perform the work of Agent at DeKalb, Illinois.

2. Because of this violation, Carrier shall compensate L. J. O'Connor, Agent at DeKalb, Illinois, for a call, June 27, 1964.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties, effective June 1, 1948, (reprinted May 1, 1958), as amended and supplemented, is available to your Board and by this reference is made a part hereof.

DeKalb, Illinois is a one-man station on the Eastern Division, Chicago District of the Carrier's lines. The position at DeKalb is classified as Agent, monthly rate of pay and is shown in Addendum No. 2, Group 3 of the Agreement. The monthly rate is based on 169¼ hours work per month, daily, except Saturdays, Sundays and Holidays. The position normally is not filled on Saturdays, Sundays and Holidays. L. J. O'Connor, Claimant in this dispute, is regularly assigned to this position.

DeKalb is located on a branch line (Sycamore-DeKalb) 6 miles south of the Sycamore, Illinois yard. Train service at DeKalb is by a Switch Crew headquartered at Sycamore, on a day to day, or as needed basis.

On Saturday, June 27, 1964, it was decided by someone, presumably the General Agent (headquartered at Sycamore), and the Relief Agent at Sycamore, that the Switch Engine should make a trip to DeKalb that day. The Agent employed at DeKalb (Claimant L. J. O'Connor) was not consulted. Instead, the General Agent and the Agent working at Sycamore collaborated in performing the work of preparing the DeKalb switch list and in notifying

As stated in my letter February 10, 1965, "A Traffic Department representative whose territory includes DeKalb has been maintained at Sycamore for fifty years or more and as a part of his regular duties he has personally notified consignees in his territory of the arrival of cars destined to them and taken necessary action to see that unloading instructions are observed," and there is no evidence in this case of any departure from the long established practice with respect to notification of consignees. As a matter of fact, this is tacitly admitted in second paragraph of your letter March 20, 1965, reading in part:

'It is true that the General Agents work with the patrons but the work of handling waybills, switchlists, car spotting instructions, etc., belongs to the Agent employed at the station involved. In the instant case, this is the Agent at DeKalb.'

Neither is there any evidence in this case of departure from the usual practice in "handling waybills, switch lists, car spotting instructions, etc.' As a matter of fact, in view of the local situation at Sycamore-DeKalb there is no reason why the routine and repetitive station work at DeKalb could not have been performed by the Sycamore-DeKalb switch extra from information contained on waybills of the few cars handled. Certainly, you must recognize that this experienced switch crew is probably more familiar than anyone else with respect to work to be performed at Sycamore and DeKalb.

First sentence, third paragraph of your letter March 20 reads:

'Your contention with reference to the Scope Rule simply implies that it covers no work at all.'

You should be thoroughly familiar by now with respect to Carrier's contentions relative to coverage of the Scope Rule in effect on this property, inasmuch as such contentions have been upheld by the Third Division in Awards 10954 and 10673 and it is suggested that you review these Awards inasmuch as you appear to have lost sight thereof.

Yours truly,

/s/ D. K. Lawson  
Vice President-  
Personnel"

**OPINION OF BOARD:** Claimant is the regularly assigned Agent at DeKalb, Illinois, a one agent station, Monday through Friday, with Saturdays and Sundays as rest days. DeKalb, being on a branch line 6 miles from the Sycamore, Illinois Yard, is served by a Switch Crew out of Sycamore, on a daily, except Sunday, or as needed basis. On Saturday, June 27, 1964, Sycamore Yard employees assigned a switch engine to make a trip to DeKalb, notified consignees at DeKalb of the arrival of incoming freight and allegedly compiled a "Switching List." The DeKalb Agent was not notified of the activities or worked that Saturday.

The Organization contends that Claimant was deprived of doing the customary and exclusive work of the DeKalb Agent which was allegedly per-

formed by the Sycamore employees. Carrier denies that the Sycamore employees performed any of the DeKalb Agent's duties.

The Organization has failed to present any evidence of value as to what exclusive work of the DeKalb Agent was performed by others and have failed to meet their burden of proof. The claim must therefore be denied.

**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.

#### **AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of THIRD DIVISION

**ATTEST:** S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of January, 1969.