

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 26564

Docket Number CL-26452

Peter R. Meyers, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
PARTIES TO DISPUTE: (
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10010) that:

1. Carrier violated the Clerks' Rules **Agreement** when it **unilaterally** transferred clerical work of SBD from under the Agreement without benefit of an Implementing Agreement and abolishment (sic) eight **(8)** Missouri Pacific clerical positions.

2. Carrier's action is in violation of Scope Rule 1 of the Agreement between the parties.

3. Carrier shall now be required to compensate the named Claimants for eight (8) hours per day five (5) days per week commencing April 29, 1984."

OPINION OF BOARD: The eight named Claimants were employed as clerks by Carrier at its Yard Center in **Dolton**, Illinois. In May, 1984, Carrier abolished eight clerical positions at **Dolton**, affecting the eight Claimants; Seaboard System Railroad, Inc. contracted out the work they had performed. On May 7, 1984, the Organization filed a Claim on Claimants' behalf, charging that the manner in which the work was contracted out violated the controlling Agreement.

The Organization contends that Carrier violated the Agreement by unilaterally transferring to an outside contractor clerical work that was assigned to the Organization by the Agreement's Scope Rule. The Organization asserts that because Carrier is a joint owner/lessor with Seaboard, of the location involved in this dispute, Carrier is responsible for the unilateral transfer of work. The Organization argues that it is undisputed that Claimants were covered within the Class of clerical employees, and that the work Claimants performed was unilaterally transferred to a non-union corporation. Moreover, as a direct result of the work transfer, Carrier abolished Claimants' positions.

This Board has reviewed the evidence in this case, and finds that there has been no violation of the Agreement. This Board has held on numerous occasions in the past that the Scope Rule of an Agreement applies only to the work over which the Carrier has control. In this case, it is clear that Seaboard had a right to take back its own **work** and that such retrieval of the work by Seaboard did not involve a change which was subject to the Agreement between the parties to this dispute and, therefore, the Carrier was not in violation of the Agreement when it abolished the positions.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois this 30th day of September 1987.