

The Third Division consisted of the regular members and in addition Referee Joseph A. Sickles when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(Chicago and North Western Transportation Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood (GL-10582) that:

1. Carrier violated the effective agreement, in particular Rule 1 thereof, when on various dates as set forth below it required and/or permitted non-covered employees to perform work in connection with weighing cars at St. Paul, Minnesota, which work is reserved to employees covered by said agreement;

2. Carrier shall now compensate Mr. L. R. Pruess eight (8) hours' pay at the time and one-half rate of Position #108 for each of dates March 1, 8, 9, 10, 11, 12, 16, 19, 22, 23, 24, 25, 29 and 30, 1988."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employees within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

The Claimant alleges that the Carrier improperly changed its method of weighing cars when it eliminated visual contact with the scale. The Claimant was no longer physically present at the scale and could not actually see the cars after the alteration. Instead, he received the car numbers, tare weight and load limit information from train crews via telephone or radio.

The Organization asserts a violation of Special Agreement #67 which advises that weighing of cars will be performed by the clerical craft, as well as the Scope Rule which does not permit removal of positions or work except by a specified manner.

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The Carrier argues that there is no violation. The clerk still balances the scale and weighs the car after the conductor spots the car. The conductor does advise the clerk of the car initial and number, tare weight and load limit, which information is recorded by the clerk, who then advises the conductor when the car is weighed, and subsequent cars are then weighed in the same manner.

The only difference from the prior procedure is that the clerk no longer actually sees the cars that are being weighed.

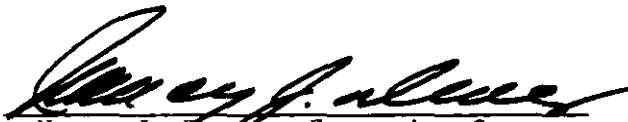
We are not able to find a violation of the Agreement. The clerk still weighs the cars. We find no basis to conclude that the relay of some information to that clerk by a train crew member is in violation of any of the cited Rule obligations.

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 25th day of August 1992.