

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 29784
Docket No. CL-29832
93-3-91-3-241

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-10579) that:

1. Carrier violated the effective agreement, in particular Rule 1 thereof, when on the dates set forth below it required and/or permitted non-covered employees to perform yard checking for the preparation of switch lists at Council Bluffs, Iowa, work which is reserved to employees covered by said agreement.
2. Carrier shall now compensate Clerk M. J. Carroll eight (8) hours' pay at the rate of Yard Clerk for each of dates July 30, 31, August 1, 2, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 27, 28, 29, 30 and 31, 1987."

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 Organization claims that its "positions or work" Scope rule has been violated by the Carrier's action of removal of certain duties and assignment of those duties to non-covered employees. Specifically, the Claimants complain of the removal of the work of making physical track checks and switch lists to train crew members.

The Claimants assert that pertinent bulletins list the type of work here in dispute. In response to the initial claim, Carrier repoded that work of completing Wheel Reports or switch tabs ". . .has always been performed by conductors and switch foremen,. Such work is not performed exclusively by clerical employees or the claimant".

In its June 23, 1988 declination, Carrier pointed out that:

"The conductor is furnished with a printed wheel report of cars in his train prior to his departure from Council Bluffs or Fremont. The Conductor records any pick ups and/or set outs made enroute on the wheel report. When he arrives at his final terminal, he turns in his wheel report to a yard clerk, who, in turn, enters the information into the computer. Once the information is entered into the computer system, a printout is generated, which is then used for switching purposes.

* * * * *

The Conductor is merely making a list of cars that he has picked up and/or set out enroute. . .

* * * * *

. . .this is not the only assignment in which conductors write down the cars picked up and set out while enroute. However, most trains that go into Council Bluffs do not pick up cars at any point enroute and therefore, there would be no need for a conductor to write anything down on a wheel report . . ."

We do not find that the Organization has refuted the factual allegations cited above, and thus, this Board must accept same as the actual events which existed when the claim was submitted.

No lengthy discussion is necessary concerning the Carrier's obligations under the "positions or work" Scope Rule, as contrasted to the previous "General Scope Rule". Certainly, a Carrier may be more limited under the newer type of Rule, but that recognition does not resolve this dispute. We find that the Conductor was merely making normal notations as a part of his job, and he was giving that information to a clerk. See also Third Division Award 29338.

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A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: Catherine Loughrin rh
Catherine Loughrin - Interim Secretary to the Board

Dated at Chicago, Illinois, this 20th day of September 1993.