

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 36539
Docket No. CL-36933
03-3-01-3-533**

The Third Division consisted of the regular members and in addition Referee Rodney E. Dennis when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union
(National Railroad Passenger Corporation (Amtrak))

STATEMENT OF CLAIM:

“Claim of the System Committee of the Organization (GL-12765) that:

- (1) Carrier violated the Agreement on (Friday) May 12, 2000, when it allowed a Road Mechanic to perform clerical duties when acting as a supervisor, no emergency exists, he is not training an employee, and the work is not incidental to his job performance. The violation is an on-going occurrence at Carrier's M.O.W. facility in the Providence, Rhode Island Extra Board Territory.
- (2) Carrier shall now compensate Lolly Lafreniere (General Clerk) one days pay for each of the sixty days preceding the May 12, 2000 date and continuing from the date until settlement of this dispute.
- (3) Carrier shall compensate above named Claimant (Item #2) the time and one-half rate of a General Clerk (\$136.00 daily), for each of the days in item #2 above.
- (4) Claimant, (Lafreniere) shall be allowed travel expenses from Providence to Boston and Boston to Providence, meal allowance, and this compensation shall be in addition to the amount in item #3. This amount of compensation shall be for each day commencing May 12, 2000 and regressing sixty days and continuing until dispute is settled.
- (5) The Award shall be in addition to any compensation received by Ms. Lafreniere and shall include any rate increases or cost of living expenses.
- (6) Claim is further made that the Agreement was violated, specifically Rule 25, when the claim was not denied within 60 days from the date filed.”

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 employee 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 were given due notice of hearing thereon.

At the time this claim was filed, Claimant L. Lafreniere was working as a General Clerk in Boston, Massachusetts. On June 8, 2000, the Claimant informed her District Chairman that as a Clerk in Boston, where she had an accounts payable function, she had noticed that a couple of payment requests from the Providence, Rhode Island, Maintenance of Way Office had come through with Frank Tabicas's initials on them. Frank Tabicas is a Road Mechanic who was assigned as a Supervisor at the Maintenance of Way Facility in Providence, Rhode Island. Because Tabicas was not a Clerk, the Claimant concluded that he was violating the Agreement by performing Clerk's work. The District Chairman filed a claim on June 15, 2000, contending that the Carrier violated the Agreement when it allowed Tabicas to initial requests for payment.

The Board reviewed the record in detail. It considered all procedural arguments put forth by both parties. The Carrier states that the claim is defective because it was initially filed with the wrong person. The Organization disagrees. The Organization vigorously argued that the Carrier failed to respond to the initial claim within 60 days. The Carrier responds by presenting information it states proves otherwise. The Board concluded that neither side presented compelling arguments on procedural matters. In the interest of the parties, the Board concludes that the claim should be decided on its merits.

The merits of this case are not very substantial. The Organization advanced a claim that has no substantive facts supporting its position that a violation of the Scope Rule has taken place. If Tabicas, as acting Supervisor in the Maintenance of Way Facility in Providence, Rhode Island, did what the Organization claims he did (and there is insufficient evidence to support the Organization's claim), it would not have constituted a violation of a General Scope Rule. It is well settled in this industry that Management and many craft employees frequently fill out and process various forms, prepare and distribute memos containing information, and input material and information into computer systems on the property or from home.

The Organization's position flies in the face of the many Awards on this subject that have rejected the contention that all forms of paperwork preparation and the input of information into the computer system is work reserved exclusively to Clerks. The Organization has not demonstrated in any manner that the work Tabicas performed in this instance was in any way a violation of the Agreement.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 8th day of May 2003.