

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30275
Docket No. SG-30709
94-3-92-3-493

The Third Division consisted of the regular members and in addition Referee Robert W. McAllister when award was rendered.

PARTIES TO DISPUTE: (Brotherhood of Railway Signalmen
(
(Consolidated Rail Corporation (Conrail)

STATEMENT OF CLAIM:

"Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Consolidated Rail Corp.

Claim on belief of P. J. Hoffman, for his previous wage beginning July 4, 1990, and continuing until the Carrier re-establishes the position of Office Engineer, account of Carrier violated the Agreement dated June 16, 1981." Carrier File No. SC-319. GC File No. RM-2091-58-491. BRS Case No. 8582.

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 waived right of appearance at hearing thereon.

On June 16, 1981, the Carrier and the Organization entered into a Letter Agreement, which was subsequently incorporated into their September 1, 1981 Agreement. The Letter Agreement provides as follows:

"Except as otherwise may be determined by the National Mediation Board as to craft or class in which Office Engineers and Material Engineers in the offices of the Supervisors C&S may belong, the Company recognizes these positions as falling within the signalmen craft and agrees that vacancies in such positions shall, effective September 1, 1981, be filled by appointment by qualified employees represented by the BRS who shall be subject to the maintenance of membership provisions of the Union Shop Agreement. In all other respects these positions shall remain exempt from the Agreement effective September 1, 1981."

Effective July 3, 1990, the Claimant's position as Philadelphia Division Office Engineer was abolished. The Organization asserts, and the Carrier does not deny, that the work which had been performed by the Claimant was reassigned to other employees who are not covered by the Agreement. The Carrier responds, however, that these duties are not within the Scope of the Agreement.

In denying the claim, the Carrier chiefly relies upon the last sentence of the Letter Agreement, quoted above. It is clear from a reading of the entire Letter Agreement and, in particular, the final sentence, that the parties intended to reserve the positions of Office Engineer and Material Engineer to employees represented by and paying dues to the Organization. There is no reference to the work performed by the incumbents of those positions. In fact, the final sentence explicitly exempts these positions from all other Rules of the Agreement. While not specifically referred to, this would include the Scope Rule or any other Rule which would purport to reserve work to employees covered by the Agreement.

As the Organization has failed to demonstrate that the work which had been performed by the Claimant was reserved to employees covered by the Agreement, we must deny the claim.

AWARD

Claim denied.

O R D E R

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 19th day of July 1994.