

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30870
Docket No. CL-30448
95-3-92-3-321

The Third Division consisted of the regular members and in addition Referee Martin F. Scheinman when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications
(International Union
(
(CSX Transportation, Inc. (former Chesapeake
(and Ohio Railway Company)

STATEMENT OF CLAIM: "Claim of the System Committee of the Union
(GL-10792) that:

Claim No. 1 (File 85-1136, Carrier's file 6-190-0629))

(a) The Carrier violated Rules 1 and others of the Clerks' General Agreement when it unilaterally transferred crew calling functions from Position T-3 to non-contract employees of Motel Sleepers, and

(b) Claimant R. E. Taylor, his successor or his substitutes shall now be allowed twenty (20) minutes pay at the straight time rate, in addition to other earnings, for each work day and for each crew called by employees of Motel Sleepers (determined through a joint check of the Carrier's records) beginning on March 1, 1990 and continuing until the work is returned to his position.

Claim No. 2 (File 85-1139, Carrier's file 6-(90-0630))

(a) The Carrier violated Rules 1 and others of the Clerks' General Agreement when it unilaterally transferred crew calling functions from Position T-3 to non-contract employees of Motel Sleepers, and

(b) Claimants C. E. Robertson and F. E. Peters, their successors or substitutes shall now be allowed twenty (20) minutes pay at the straight time rate, in addition to other earnings, for each work day and for each crew called by employees of Motel Sleepers (determined through a joint check of the Carrier's records) beginning on March 1, 1990 and continuing until the work is returned to their positions.

Claim No. 3 (File 85-1140, Carrier's file 6-(90-0631))

(a) The Carrier violated Rules 1 and others of the Clerks' General Agreement when it unilaterally transferred crew calling functions from various Operator Clerk positions at Gladstone, Virginia to employees of Motel Sleepers at Gladstone, and

(b) Claimant D. S. Jackson shall now be allowed twenty (20) minutes pay at the straight time rate, in addition to other earnings, for each date (as listed below) and for each crew called by employees of Motel Sleepers.

Claim No. 4 (File 85-1135, Carrier's file 6-(90-0632))

(a) The Carrier violated Rule 1 and others of the Clerks' General Agreement when it unilaterally transferred crew calling functions from Positions T-13 and T-10 to non-contract employees of Motel Sleepers, and

(b) Claimant F. M. Hunter, Jr. shall now be allowed twenty (20) minutes pay at the straight time rate, in addition to other earnings, for each date and for each crew called by employees of Motel Sleepers."

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.

For many years, Clerk-Operators at Gladstone, Virginia, performed the work of calling both train and engine crews. Effective August 31, 1989, Carrier directed that all crews lodged

in Gladstone, Virginia, would be contacted by telephoning Motel Sleepers, Inc. and by providing Motel Sleepers, Inc. the name of the employee and the time for reporting.

The Organization filed a claim asserting that Carrier's action violated Rule 1, Scope. The Organization insisted that the Scope Rule is a position and work Scope Rule entitling its members to retain the work in question. As such, it asks that the claim be sustained.

Carrier, on the other hand, urges that its action did not violate the Agreement. It notes that for many years the crews at Gladstone were lodged at the YMCA while they are tied up at Gladstone awaiting their next call for service. The YMCA was approximately 30 yards from the Gladstone Train Yard office. Carrier claims that lodging arrangements with the YMCA expired on August 31, 1989 at which time it arranged for crew lodging at Motel Sleepers, Inc.

Carrier alleges that the claim is without merit. It also insists that the requested remedy is not justified.

After reviewing the record evidence, we conclude that Carrier's change on August 3, 1989 in the method of contacting crews lodged in Gladstone, Virginia, violated the Agreement. We find that prior to the change, regularly assigned Clerks would walk from the Yard Office to the YMCA and physically notify crew members of their call for service.

We see no basis for changing this historic practice, which is now embodied in the Scope Rule, simply because the building formerly operated by the YMCA is now operated by Motel Sleepers, Inc. Such a change cannot alter the import of a "positions and work" Scope Rule. The work clearly belongs to Clerks and should be performed by them.

We reject the Organization's claim for any monetary relief. The amounts claimed are excessive and highly speculative. Under the circumstances presented, no monetary relief is appropriate.

AWARD

Claim sustained in accordance with the Findings.

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O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) be made. The Carrier is ordered to make the Award effective on or before 30 days following the postmark date the Award is transmitted to the parties.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 10th day of May 1995.