

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 30872
Docket No. CL-30456
95-3-92-3-198

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-10786) that:

Claim No. 1 (File: 504-3935, Carrier's File: 6-(89-1136))

(a) That the Carrier violated the Clerks General Agreement when on June 22, 1989, it allowed and/or permitted the shop craft foremen to distribute payroll checks to the shop craft employees in the Huntington Locomotive Shop.

(b) That the Carrier shall now compensate Clerk B. E. Warf, one (1) hours pay at the pro rata rate for each pay period beginning June 22, 1989 and continuing until such time as this violation is corrected and the work is restored.

Claim No. 2 (File: 504-3936, Carrier's File: 6-(89-1148))

(a) That the Carrier violated the Clerks General Agreement when on June 22, 1989, it allowed and/or permitted the shop craft foremen to distribute payroll checks to the shop craft employees in the Huntington Locomotive Shop.

(b) That the Carrier shall now compensate Clerk D. J. Belville, one (1) hours pay at the pro rata rate for each pay period beginning June 22, 1989 and continuing until such time as this violation is corrected and the work is restored.

Claim No. 3 (File: 504-3937, Carrier's File: 6-(89-1169))

(a) That the Carrier violated the Clerks General Agreement when on June 22, 1989, it allowed and/or permitted the shop craft foremen to distribute payroll checks to the shop craft employees in the Huntington Locomotive Shop.

(b) That the Carrier shall now compensate Clerk R. L. Scarberry, one (1) hours pay at the pro rata rate for each pay period beginning June 22, 1989 and continuing until such time as this violation is corrected and the work is restored.

Claim No. 4 (File: 504-3938, Carrier's File: 6-(89-1170))

(a) That the Carrier violated the Clerks General Agreement when on June 22, 1989, it allowed and/or permitted the shop craft foremen to distribute payroll checks to the shop craft employees in the Huntington Locomotive Shop.

(b) That the Carrier shall now compensate Clerk M. A. Jordan one (1) hours pay at the pro rata rate for each pay period beginning June 22, 1989 and continuing until such time as this violation is corrected and the work is restored.

Claim No. 5 (File: 504-3939, Carrier's File: 6-(89-1144))

(a) That the Carrier violated the Clerks General Agreement when on June 22, 1989, it allowed and/or permitted the shop craft foremen to distribute payroll checks to the shop craft employees in the Huntington Locomotive Shop.

(b) That the Carrier shall now compensate Clerk F. W. Johnson, one (1) hours pay at the pro rata rate for each pay period beginning June 22, 1989 and continuing until such time as this violation is corrected and the work is restored.

Claim No. 6 (File: 504-3940, Carrier's File: 6-(89-1163))

(a) That the Carrier violated the Clerks General Agreement when on June 22, 1989, it allowed and/or permitted the shop craft foremen to distribute payroll checks to the shop craft employees in the Huntington Locomotive Shop.

(b) That the Carrier shall now compensate Clerk B. A. Gibson, one (1) hours pay at the pro rata rate for each pay period beginning June 22, 1989 and continuing until such time as this violation is corrected and the work is restored.

Claim No. 7 (File: 504-3941, Carrier's File: 6-(89-1164))

(a) That the Carrier violated the Clerks General Agreement when on June 22, 1989, it allowed and/or permitted the shop craft foremen to distribute payroll checks to the shop craft employees in the Huntington Locomotive Shop.

(b) That the Carrier shall now compensate Clerk R. H. Holley, one (1) hours pay at the pro rata rate for each pay period beginning June 22, 1989 and continuing until such time as this violation is corrected and the work is restored."

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.

This case involves a series of seven claims by clerical employees who had been responsible for the distribution of pay checks to shop craft employees in the Huntington Locomotive Shop.

Effective June 22, 1989, certain functions were now to be performed by the Shop Craft Foreman. Specifically, the Assistant Chief Clerk placed groups of pay checks into envelopes for each Shop Craft Foreman, who then distributed the checks to the shop craft employees under their respective jurisdiction.

The Organization pursued a claim arguing that work historically assigned to clerical employees was being transferred to shop craft employees in violation of the Scope Rule, Rule 1.

The Organization argues that Rule 1(b) is a "Position and Work" Scope Rule. It insists that such a Rule reserves and preserves work to the position which has performed that work on this Carrier for many years. Therefore, the Organization asks that its claim be sustained.

Carrier, on the other hand, rejects that it violated the Agreement. First, it urges that payroll distribution is not mentioned in Rule 1. It contends that Rule is general in nature. Thus, it contends that the Organization must show systemwide exclusivity.

Second, Carrier insists that the claim is excessive. It disputes that the task at issue takes any significant amount of time. In fact, Carrier maintains that the task performed by the Shop Craft Foreman is de minimus.

Rule 1(b) is a positions and work Scope Rule. Work such as that in dispute here, which has been historically performed by Clerks at the Huntington Locomotive Shop is reserved to the Organization and should be performed by its members. This is because the work has come to fall under the position of Clerks.

However, we find no basis for any monetary claim here. Frankly, the amount of time taken to perform the disputed function is quite speculative. Stated simply, the Organization has not sufficiently established a basis for awarding monetary damages to the Claimant.

AWARD

Claim sustained in accordance with the Findings.

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.