

**** CORRECTED ****

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 35359

Docket No. CL-33821

01-3-97-3-253

The Third Division consisted of the regular members and in addition Referee Robert M. O'Brien when award was rendered.

(Transportation Communications International Union

PARTIES TO DISPUTE: (

(Burlington Northern Santa Fe Railway Company

STATEMENT OF CLAIM:

“Claim of the System Committee of Transportation Communications Union (GL-11728) that:

- 1. Carrier violated the Schedule Agreement effective December 1, 1980, at St. Paul, Minnesota, when the work of printing, storing and distributing stationery forms was removed from TCU-represented employees and given to strangers to the Agreement, beginning January 4, 1993.**
- 2. Carrier shall now be required to compensate Claimants one day's pay at their respective pro rata rates of pay, above and beyond any compensation earned, each work day beginning January 4, 1993, and continuing until such time as the violations cease; and,**
- 3. If GREB or Extra List employees are unavailable, claim is for proper respondents pursuant to Rules 37 and 38 of the Agreement; and,**
- 4. Return all work of printing, storing and distributing stationery forms to the Employees.”**

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.

On October 13, 1992, the Carrier advised the Organization's General Chairman that it intended to expand its ongoing program of purchasing material and supplies for direct shipment to the using departments, including stationery supplies. The Carrier also advised the General Chairman that printed forms would be formatted and placed into electronic storage for retrieval at the points of use. The Carrier anticipated that these changes would be implemented after December 1, 1992, and would result in the abolishment of 13 clerical positions.

Prior to January 1993, the Carrier's Graphic Services Department printed, stored and distributed many of the forms used by the various departments of the Carrier. Some of these forms were also printed by outside vendors.

Beginning on or about January 4, 1993, the Carrier contracted with a vendor, Uarco, Incorporated, to print its stationery forms. After January 4, 1993, when a department needed a particular form it would contact Uarco and Uarco would send the form directly to the department. The Graphic Services Department no longer prints, stores or distributes forms. This change eliminated 13 clerical positions, including three at the General Office Building in St. Paul, Minnesota.

On February 13, 1993, the Organization filed a continuing claim on behalf of the senior, available Guaranteed Rotating Extra Board (GREB) or Extra List employee until the work of printing, storing and distributing BNSF forms is returned to the positions that performed this Scope covered work prior to January 1993.

On April 16, 1993, the Carrier denied the claim contending that it merely exercised its managerial prerogative to purchase finished business forms from a vendor rather than have them manufactured in its Graphic Services Department. The Carrier further alleged that because using departments now purchase business forms directly from the vendor there is no need for the Graphic Services Department to store and distribute these forms.

The Organization insisted that the Carrier unilaterally removed work from the Scope of the Clerks' Agreement and it therefore appealed the claim to the Board.

In Award 102, the Appendix K Board on this property addressed a dispute similar to the one now before the Board. In July 1981, the Burlington Northern Railroad began phasing out all of its purchasing, storage and distribution functions at the Dale Street Material Department in St. Paul. It instituted a new system whereby local departments needing supplies could make direct orders and receive supplies directly from vendors. This new system resulted in the elimination of 31 clerical positions.

The Appendix K Board denied the claim filed by the Organization protesting this new system and the elimination of 31 positions. That Board concluded that the Carrier did not violate the Scope Rule of the parties' Agreement. Rather, it found that the Carrier eliminated the "middleman" function of purchasing, storing and redistributing material that had formerly been performed by Carrier employees. The Board opined that the work at issue no longer existed and was not being done by anyone.

We find Award 102 of the Appendix K Board more analogous to the claim before us than Third Division Award 33044 cited by the Organization in support of its position herein. Award 33044 declared that "direct shipment to the user is not involved." Clearly, the converse is so in the dispute before the Board since the vendor, Uarco, is, in fact, shipping business forms directly to departments of the Carrier that order them.

In light of the findings in Award 102 of the Appendix K Board the Board concludes that the Agreement was not violated when the Carrier purchased business forms directly from a vendor rather than having them printed, stored and distributed by employees in the Graphic Services Department. The claim is denied as a result.

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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 20th day of March, 2001.