

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Award No. 35845  
Docket No. CL-34742  
01-3-98-3-370

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

**PARTIES TO DISPUTE:** (Transportation Communications International Union  
(Burlington Northern Santa Fe Railroad)

**STATEMENT OF CLAIM:**

“Claim of the System Committee of the Organization (GL-12046) that:

1. Carrier violated and continues to violate the Scope Rule of the Working Agreement dated May 6, 1980, but not specifically confined to this rule or agreement, when it abolished the positions held by the only two clerical employees at the Hub Center at Dilworth, Minnesota and assigned the work previously performed by the two clerical employees to employees of an outside contractor (Trailer Transfer).
2. Carrier shall now compensate two Extra List employees one day's pay each at the pro rata rate of \$123.75 per day, above any compensation earned, each day beginning August 5, 1996, and continuing until such time as the violations cease.
3. In the event Extra List employees are unavailable, Carrier will compensate the proper claimant/claimants per Rules 37 and 38 at the pro rata rate of \$123.75 per day, above any compensation earned, each day beginning August 5, 1996, and continuing until such time as the violations cease.
4. In the event claimant/claimants have incurred any amount for medical or surgical expenses for themselves or dependents to the extent that such payments could have been paid by Travelers Insurance company under Group Policy GA 23000, compensate claimant/claimants for same expenses and in the event of the death

of claimant/claimants, pay their estate the amount of life insurance provided for under said policy. In the event claimant/claimants have incurred any expenses for the purchase of suitable health, welfare and life insurance, Carrier will reimburse claimant/claimants for such expenses.

5. In the event claimant/claimants has incurred any amount for dental expenses for themselves or dependents to the extent that such payments would have been paid by the Aetna Dental Insurance Company under Group Policy GP 12000, Carrier will compensate claimant/claimants for such expenses. In the event claimant/claimants have incurred any expenses for the purchase of suitable dental insurance, Carrier will reimburse claimant/claimants for such expenses.”

**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.

In Third Division Award 34038, the Board denied the Organization's claim that the Carrier violated the Scope Rule as a result of the Carrier's implementation of HCS (Hub Control System) at Dilworth, Minnesota, and the designation in 1992 of Grand Forks, North Dakota, as a "paper" or "satellite" hub for HCS and the assignment of clerical work for HCS at Grand Forks to a contractor, Trailer Transfer. Specifically, the Board found:

**“The Scope Rule provides that ‘Work now covered by the scope of this Agreement shall not be removed except by agreement between the parties.’ It has been held that ‘ . . . HCS is indeed ‘new work’ not previously covered under the Scope Rule. . . .’ See Public Law Board 5555, Award No. 10. See also, K Board, Awards 193 and 194. Those awards apply and govern the outcome of this dispute. Work was not taken from clerical forces at Dilworth and assigned to strangers to the Agreement. The specific type of work performed by the contractor’s employees under HCS at Grand Forks was not previously performed by scope covered employees. The Scope Rule was not violated.”**

**Here, the Carrier notified the Organization that the remaining work at Dilworth was being transferred to Kansas City. This claim followed with the allegation that two employees of Trailer Transfer were performing specified items of work reserved to covered employees. For the same reasons discussed in Third Division Award 34038, this claim must be denied.**

**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 18th day of December, 2001.**