

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 37682
Docket No. CL-37723
06-3-03-3-130**

The Third Division consisted of the regular members and in addition Referee James E. Conway when award was rendered.

PARTIES TO DISPUTE: (
(Transportation Communications International Union
(CSX Transportation, Inc. (former Seaboard Coast
(Line Railroad Company)

STATEMENT OF CLAIM:

“Claim on behalf of the System Committee of the Organization (GL-12969) that:

- (1) The CSX Transportation violated the Agreement (s) at Waycross, Georgia, beginning on September 17, 2001, and continuing thereafter when it removed the historically assigned duties of ordering General Electric type traction motors from the Waycross Purchasing and Materials Department, Clerical Position Number 0187-249, commonly referred to as “Combo Job.”**
- (2) Because of the aforementioned violations (s), the Carrier shall now be required to return the duties of ordering traction motors to the Clerical craft at Waycross, Georgia.**
- (3) Compensate the Senior Available Employee (s), Guaranteed Extra Board or unassigned in preference, eight (8) hours at the applicable rate, be it overtime or straight time, each calendar date beginning September 17, 2001 and continuing thereafter until such work is rightfully returned to the CSX Transportation Clerical craft.”**

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.

This dispute centers on the Carrier's September 17, 2001 decision to cease assigning to its covered clerical personnel at Waycross, Georgia, the work of initiating orders for General Electric ("GE") traction motors ("Combos") in favor of having General Electric Transportation Systems (GETS) handle that activity.

On December 12, 2001, the Organization submitted what it characterized as a continuous claim asserting that by its action the Carrier had removed the "historically assigned duties of ordering General Electric type traction motors from Waycross Purchasing and Materials Department Clerical Position Number 187-249." Attached to the claim were an order for traction motors dated September 17, 2001, an internal e-mail message dated September 10, 2001 announcing that GETS would henceforth initiate such orders and copies of the forms to be employed for that purpose in the future. At the time the Carrier made the change at issue the Clerical position whose duties included the work had been filled by Waycross Lodge 324 District Chairman R. B. Casey.

The Organization contended that Clerical employees at Waycross have been assigned the duty of ordering traction motors "since Carrier replaced the old coal-fired steam locomotives with diesel electric many decades ago." Accordingly, it urges, that the work was preserved to the Clerical craft by the "positions and work" Scope Rule of the Agreement.

In denying the claim, the Carrier maintained that its employees were under no contractual obligation to determine what GE's needs might be or to decide what levels of materials it should stock. Rather, it argued, that work properly belongs to GE personnel. The Organization failed to meet its burden of proof because the work in dispute is covered under a Management Services Agreement ("MSA") and, accordingly, is not covered by the governing Scope Rule.

The factual context of this case is virtually identical to that addressed by Award 1, Public Law Board No. 6337 involving these parties. In that dispute the Organization took exception to the Carrier's permitting GE employees to "order, stock, inventory, issue and otherwise maintain parts and equipment for Carrier-owned locomotives being serviced in the Waycross Locomotive Shop. . . ." Relying in part on several prior decisions upholding the Carrier's right to eliminate its own stockrooms and other arrangements made redundant by a direct purchase agreement, PLB 6337 denied the claim and held that the operational efficiencies derived from the MSA constituted a legitimate business justification and was not a pretext for eliminating covered work in violation of the Scope Rule.

Parallel holdings in favor of the Carrier may be seen in numerous additional Public Law Board Awards focusing on the question of GE ordering parts, including Award 46, Public Law Board No. 6290 and Award 53, Special Board of Adjustment No. 1137, both of which involved these same parties. Also see Award 1, Special Board of Adjustment No. 1074 involving the Burlington Northern Railroad.

The Board owes deference to prior arbitral decisions involving identical issues when not patently in error. In view of the foregoing, we find no basis on which to sustain this claim.

AWARD

Claim denied.

Form 1
Page 4

Award No. 37682
Docket No. CL-37723
06-3-03-3-130

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 30th day of January 2006.