

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23396
Docket Number CL-23139

Arnold Ordman, Referee

PARTIES TO DISPUTE: { Brotherhood of Railway, Airline and Steamship Clerks,
 { Freight Handlers, Express and Station Employees
 { (Chicago, Milwaukee, St. Paul and Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8879) that:

1. Carrier violated the Clerks' Rules Agreement at Minneapolis, Minnesota when it required and/or allowed employees not covered under the scope and application of the agreement to perform duties normally, traditionally and historically performed by employees covered under such agreement.

2. Carrier further violated the Clerks' Rules Agreement when it failed and/or refused to call employee Charles Pratley to perform the duties described in Item (1) on the claim dates listed herein.

3. Carrier shall now be required to compensate employee Charles Pratley an additional eight (8) hours at the time and one-half rate of Revising Clerk-Gr. B Position No. 87530 for each of the following dates:

January 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18,
 19, 20, 23, 24, 25, 26, 27, 30, 31.
February 1, 2, 3, 6, 7, 8, 9 and 10, 1978.

OPINION OF BOARD: The essence of Organization's claim is that Carrier violated the Clerks' Rules Agreement when Carrier required and/or allowed employees not covered under the scope and application of the Agreement to perform duties normally, traditionally and historically performed by employees covered under such Agreement. It followed, in Organization's view, that Carrier further violated the Rules Agreement by not calling upon employee Charles Pratley to perform such duties on some 29 separate dates in January and February of 1978, and that Carrier was required to compensate employee Pratley for its omission in that regard.

Employee Charles Pratley is the regularly assigned occupant of Revising Clerk-Grade B Position No. 87530 with seniority date of September 18, 1965 in Seniority District No. 5.

Organization invokes the provisions of Rule 1, particularly Subsection (f) providing that "positions within the scope of this agreement belong to the employees covered thereby," and the provisions of Rule 32 governing the assignment of overtime.

Crucial to the disposition of this case is a demonstration that Rule 1--the Scope Rule--of the Agreement was violated. We have searched the record and conclude that there is a failure of proof in this regard.

Accordingly, we find no merit in the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Poulos

Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1981.

