

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

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-9825) that:

1) Carrier violated the Clerks' Rules Agreement at St. Paul, Minnesota when it utilized employes outside the scope and application of such agreement on May 17, 18, 19, 20, 21, 24, 25, 26, 27 and 28, 1982.

2) Carrier shall now be required to compensate the following furloughed employes a day's pay at the Storekeeper rate for each of the dates shown:

T. O. Meixner - 5/17 & 5/18/82

W. R. Lindman - 5/17, 5/18, 5/19, 5/20, 5/21, 5/25, 5/26,
5/27 & 5/28/82

C. H. Pribnow - 5/17, 5/18, 5/19, 5/20, 5/21, 5/24, 5/25,
5/26, 5/27 & 5/28/82.

R. M. Schutta - 5/17, 5/18, 5/19, 5/20, 5/21, 5/24, 5/25,
5/26, & 5/27/82

S. M. Bellin - 5/19, 5/20, 5/21, 5/24, & 5/28/82

R. E. Lust - 5/24, 5/25, 5/26, 5/27 & 5/28/82"

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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.

On ten days in May, 1982, Carrier utilized employees of an outside organization (Labor Pool) to unload material for the Material Department. The Organization when learning of this outside group unloading material inquired as to why its furloughed employees should not have been called back to perform the work. The Organization contends that the work being performed belonged to Clerks and should therefore be performed by Clerks.

Carrier did not make the work available to Clerks and the instant claim resulted.

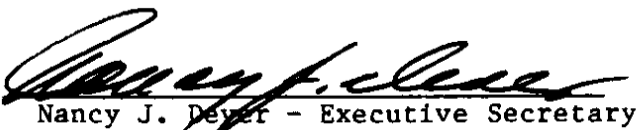
The Board has reviewed the record and must conclude that Carrier did not violate Rule I, Scope, contained in the Agreement. Rule I lists positions, not work. The Board can find no evidence that positions were removed from the Agreement or the type of work performed by Labor Pool employees was by practice or tradition always performed by Clerks.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Deyer - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1988.