

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International Union  
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Organization (GL-10277) that:

(a) Carrier violated the rules of the current Clerks' Agreement at Amarillo Yard Office, Amarillo, Texas, when it required and/or permitted an employe that is not covered by the rules of the Agreement to perform routine schedule clerical work, and

(b) J. E. Akin shall now be compensated for eight (8) hours' pay at the rate of \$103.53, Position No. 6294 for April 10, 26, 27, and 30, 1987, in addition to any other compensation Claimant may have received for this day."

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.

This dispute arose upon the Carrier's implementation in Amarillo of its systemwide Car Location Inventory Control program. In the instance selected for review here, Engine Foremen were required to furnish a check list of cars in proper sequence. This is work which was previously performed, according to the Organization, by a clerical employee, specifically the occupant of Position No. 6294. Shortly after implementation of this procedure, Position No. 6294 was abolished.

The Organization argues that the performance of the work by other than an employee covered by the Agreement is in violation of Rule 1, the Scope Rule, and more particularly that portion of Rule 2 which reads as follows:

"2-E. Positions or work within Rule 1 - Scope of this Agreement belong to the employees covered thereby and nothing in this Agreement shall be construed to permit the removal of such positions or work from the application of the rules of the agreement.

2-F. When a position covered by this Agreement is abolished, the work assigned to same which remains to be performed will be reassigned to other positions covered by this Agreement, unless such reassignment of work would infringe upon the rights of other employees."


It has been well established in previous Awards that the Scope Rule here, even with the supplementary language of Rule 2-E and 2-F, remains a general rather than specific Rule. See Third Division Awards 25003, 25125, and 25571. Under these circumstances, these Awards found, and the Board here concurs, that "where work was contested, a demonstration of work exclusivity must be established." The record here does not indicate that the work involved was exclusively performed by clerical employees. The fact that the work was intended for the Car Location Inventory Control Program is not sufficient, in the Board's view, to present a positive exclusivity showing. Those assigned to the work regularly performed this type of duty.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest:

  
Nancy J. Defer - Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1990.