

JAN - 5 1995

Award No. 30626
Docket No. CL-31063
94-3-93-3-141

G. L. HART

The Third Division consisted of the regular members and in addition Referee Robert Richter when award was rendered.

(Transportation Communications International
(Union
PARTIES TO DISPUTE: (
(Chicago, Southshore and South Bend Railroad

STATEMENT OF CLAIM: "Claim of the System Committee of the Union
(GL-10932) that:

1. Carrier violated the agreement when on January 29 and 31, 1992, it required and/or permitted an employee not covered by said agreement to perform work reserved to employees fully covered thereby;

2. Carrier shall now compensate the senior available off-duty clerical employee eight (8) hours pay at the time and one-half rate of their position or the rate of Position No. 73, whichever is greater, for each of the above referred to dates."

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 waived right of appearance at hearing thereon.

The incumbent of the Mechanical Storehouse Clerk position died unexpectedly. The Carrier filled the vacancy with a vacation relief clerk until the job could be bulletined and filled in accordance with the Agreement. While the position was being temporarily filled, the Carrier's Controller/Treasurer audited all the records and files pertaining to the position. As a result of this audit the Carrier established new procedures for handling the work of the position and established a new filing system.

The Organization contends that the Carrier should have used another clerk to do the work done by the management employee. It is clear from the record that the Controller/Treasurer did audit and established a new procedure and file system for the Mechanical Storehouse Clerk position. While the Organization claims this was a violation of the Scope Rule, Section I Paragraph 1., of the December 9, 1991 Agreement provides as follows:

"SECTION I

It is hereby agreed that all accounting/clerical work performed in connection with Carrier's business is reserved exclusively to employees covered by the Clerks' Agreement with the following exceptions:

1. The Carrier may use others not covered by the Agreement to develop and experiment with new systems for accounting/clerical functions. Whenever such systems are implemented for productive work, all such work shall be performed by clerical employees covered by the Agreement."

This rule fits this case four square. Management established a new system and procedures for the position. After the implementation of the new system all the work has been performed by clerical employees covered by the Agreement. The Agreement was not violated.

AWARD

Claim denied.

O R D E R

This Board, after consideration of the dispute identified above, hereby orders that an award favorable to the Claimant(s) not be made.

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NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Dated at Chicago, Illinois, this 28th day of December 1994.