

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Bruce Blake, Referee

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS & STATION EMPLOYES**

**SOUTHERN PACIFIC COMPANY—PACIFIC LINES**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated and continues to violate the rules of the Clerks' Agreement when it established and continues to establish so-called auxiliary stores throughout the shops at Ogden, Utah, and requires and permits employees not coming under the scope of Clerks' Agreement to serve as attendants in these auxiliary stores in violation of the scope rule of Clerks' Agreement.

(b) Carrier be required to compensate the Ogden Store Department employees, hereinbelow named, and/or their successors, on Call basis, at the rate of their position, two hours at time and one-half, retroactive to April 1, 1944:

Edwin Urry, Truck Driver  
George W. Baese, Caboose Sup-  
plyman  
J. D. Topping Truck Lift  
Operator  
Seth Thomas, Store Attendant

Heber J. East, Caboose Sup-  
plyman  
Samuel Goodwin, "A" Helper  
Alma G. Ellis, "B" Helper  
Lynn E. Lutz, "A" Helper  
Heber L. Walter, Reliefman  
Frank V. Furlong, Store  
Attendant.

**EMPLOYES' STATEMENT OF FACTS:** An agreement bearing date of October 1, 1940, as to rules and working conditions, is in effect between the parties to this dispute. The employees involved in this dispute are covered by the Agreement.

In March, 1944, the Carrier constructed three auxiliary stores in the Ogden shops, one in the roundhouse, one in the middle or pipe shop, and one in the back shop. These auxiliary stores are completely enclosed and under lock and key. They are equipped with material racks and standard rack tags identifying the material in the racks. The auxiliary store in the middle shop and back shop are used exclusively for the storage of new unapplied locomotive material, while in the roundhouse, in addition to material, a space has been provided and roundhouse tools, formerly stored on tool racks, have been placed in this store.

There are approximately 950 items of material carried in these auxiliary stores. Material is placed in auxiliary stores in bulk lots by Store Department

(f) In making assignments preference will be given to applications received, as follows:

First—From employees within the scope of the roster (as established in rule No. 30) where the vacancy occurs or new position is created, except that applications will not be considered from employees with less than thirty (30) days' seniority, unless no applications are received from qualified employees from other rosters with more than thirty (30) days' seniority.

Second—From other employees in the seniority district in the order of their seniority.

(g) The name and seniority date of the successful applicant will be posted for a period of seven (7) calendar days where the position was advertised.

(h) New positions or vacancies as trucker or laborer will be advertised on appropriate notice, and employees desiring such positions will file their applications for same within seven (7) calendar days and be given preference over junior employees. Notices will show locations, positions, hours of service and rates of pay; however, the provisions of Rule 3 will not apply."

As there were no positions established coming within the scope of the current agreement by virtue of creation of material racks on or about April 1, 1944, there was no necessity whatever for advertising of any position, therefore Rule 33 did not in any way come into operation.

The Division's attention is directed to the fact that prior to April 1, 1944 when the material and tools were distributed from receptacles, such action was not in any way considered by the petitioner as being in violation of the current agreement, and no claims were presented in connection therewith; on the contrary, the petitioner's position in connection with the distribution from such receptacles was that it was strictly in accordance with the current agreement. Such fact presents conclusive evidence that the claim in this docket is entirely without basis for the reason that the situation subsequent to April 1, 1944 is in no way distinguishable from the situation that existed prior thereto. This is clearly demonstrated by reference to the foregoing statement of facts.

**CONCLUSION:** The carrier submits that it has conclusively established that its action in establishing material racks on or about April 1, 1944 at the Ogden shops and roundhouse, and using mechanical department employees (shop helpers) to distribute material and tools from said racks to mechanics, did not in any way constitute a violation of the current agreement, and therefore the claim in this docket is without basis and is in no way supported by the current agreement, and should be denied.

**OPINION OF BOARD:** The essential facts are not in dispute. Briefly, they are as follows: Prior to March of 1944 materials from the Store Department for the repair of engines and cars were delivered, as needed, by Store Department employees to the approximate spot in the roundhouse and shops where repairs were being made.

At that time the Carrier established a different method of transferring Store Department supplies to the Mechanical Department. Instead of having them delivered to the site where cars and engines were undergoing repairs it had them delivered, in quantity lots for future use, to stock piles—one in the machine shop, one in the middle shop and one in the roundhouse. Whether these stock piles be called material racks or sub-stores is immaterial to a decision of the controversy. The quantity lots of store supplies were delivered to these stock piles by Store Department employees. When so delivered, under the accounting system adopted, control over the supplies then passed from the Store Department to the Mechanical Department. Mechanical Department employees took charge of and delivered the supplies

from the stock piles, as and when needed, to the place where cars or engines were being repaired.

The claim is presented on the theory that employes of the Store Department are being deprived of work falling within the Scope Rule of the controlling Agreement. We do not think there is any substance to the claim. The supplies are now being delivered to the Mechanical Department in no less quantity than before. The only difference is in the points of delivery. There is no showing that Store Department employes have suffered any time loss because of this change.

There must be a point in time and place where control of the Store Department over supplies passes to the department which uses them. So long as a change in method of transferring such control, from the one department to another, does not deprive employes under the agreement from work falling within the scope of it they have no cause for complaint; and, under the facts presented in this case we think the Claimants have none. Support for this view may be found in Awards Nos. 2334 and 3216 of this Division.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing thereon;

That the Carrier and the Employes involved in this dispute are respectively carrier and employes 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 no violation of the Agreement has been established.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 7th day of February, 1947.