

Award No. 12515
Docket No. CL-13569

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5194) that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended particularly the Scope Rule and Rule 3-C-2 (a), when it abolished the Store Attendant position of L. L. Scott, at the Store Room, Hawthorne Enginehouse, Indianapolis, Indiana, Southwestern Region, effective September 23, 1960, and permitted M. of E. employes not covered by the Clerical Rules Agreement to procure material and supplies from the Store Room each day between the hours of 3:30 P.M. and 11:30 P.M., and 11:30 P.M. and 7:30 A.M.

(b) The Claimant, L. L. Scott, should be allowed eight hours' pay a day, for the period 3:30 P.M. to 11:30 P.M., and an additional eight hours' pay a day for the period 11:30 P.M. to 7:30 A.M., commencing Friday, September 23, 1960, and continuing until the violations are corrected. (Docket 1041)

EMPLOYEES' STATEMENT OF FACTS: *This dispute is between the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes as the representative of the class or craft of employes in which the Claimant in this case held a position and the Pennsylvania Railroad Company—hereinafter referred to as the Brotherhood and the Carrier, respectively.*

There is in effect a Rules Agreement, effective May 1, 1942, except as amended, covering Clerical, Other Office, Station and Storehouse Employes between the Carrier and this Brotherhood which the Carrier has filed with the National Mediation Board in accordance with Section 5, Third (e), of the Railway Labor Act, and also with the National Railroad Adjustment Board. This Rules Agreement will be considered a part of this Statement of Facts. Various rules thereof may be referred to herein from time to time without quoting in full.

To grant the claim of the Employees in this case would require the Board to disregard the Agreement between the parties and impose upon the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take such action.

CONCLUSION

The Carrier has established that there has been no violation of the applicable Agreement in the instant case and that the Claimant is not entitled to the compensation claimed.

Therefore, the Carrier respectfully submits that your Honorable Board should deny the claim of the Employees in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claimant held the position of store attendant at the Hawthorne Enginehouse, Indianapolis, Indiana. The position required the Claimant to *issue supplies and keep records of materials drawn by mechanics* engaged in the repair of engines. The hours of service were from 6:00 P.M. to 3:30 A.M. On September 23, 1960 when the mechanics were required to draw their own supplies and equipment and the accounting work was transferred to the store attendant on the first trick.

It was the contention of the Complainant that when the work was abolished and mechanics required to draw their own supplies, the Scope Rule and Rule 3-C-2 was violated. That the work of distributing supplies belonged to the clerks and they should continue to perform such work rather than the mechanics.

The Carrier contended that the accounting work, completion of Form MP 151, has been transferred to the store attendant on the first trick. It was further contended that the securing of materials from storerooms by the using forces is not violative of the Clerks' Agreement. Also the Scope Rule did not give the clerks the exclusive right to the work in this dispute.

The question to be determined is:

Was the Scope Rule and Rule 3-C-2 violated when the using force, mechanics, drew their own supplies and materials after the termination of the store attendant, who formerly issued supplies and kept records?

This Board is of the opinion that the facts and circumstances of this dispute have been determined in Award 10894 and 12341.

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.

AWARD

Claim denied according to Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois this 21st day of May 1964.