

**Award No. 19187**  
**Docket No. CL-16428**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Clement P. Cull, Referee**

**PARTIES TO DISPUTE:**

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

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6083) that:

(1) The Carrier violated the rules of the Clerks Agreement, effective May 1, 1942, as amended, at Camak, Georgia, when it arbitrarily and unilaterally abolished the position of Bill Clerk, hours of service 12:00 Noon to 8:00 P. M., Monday through Friday, occupied by Clerk Z. B. Wilson, on Sunday, October 10, 1965, and subsequently required or permitted the work attached to this position to be performed by the Agent and Second Trick Telegraph Operator C. J. Graham and Second Trick Yard Clerk S. A. Gheesling, Tuesdays through Fridays and by Relief Clerk S. D. Pearson, Jr. on Mondays, and that therefore

(2) Bill Clerk Z. B. Wilson, salary \$459.28 per month (subject to all subsequent wage increases) shall now be paid for all wage loss sustained by him beginning Monday, October 11, 1965 and continuing thereafter until this matter is corrected, and that

(3) Clerk C. U. Hammett, who was displaced at Thomson, Georgia, and who exercised seniority over Clerk John Stephens at Harrisonville Yard at Augusta, Georgia, shall now be paid for all wage loss sustained by him in the same manner as outlined above, and that

(4) Yard Clerk John Stephens who subsequently exercised seniority over W. E. White at Harrisonville Yard, Augusta, Georgia, shall likewise be paid for all wage loss sustained by him in the same manner as outlined above, and that

(5) Clerk W. E. White who was displaced by Clerk John Stephens at Harrisonville Yard, Augusta, Georgia, shall likewise be paid for all wage loss sustained by him in the same manner as outlined above, and that

(6) The records of the Carrier shall be checked jointly with the General Chairman to determine the extent of wage loss and compensation due all of the above mentioned and other adversely affected employees.

**Agents and/or  
Clerk-Telegraphers only**

1. Grovetown
2. Harlem
3. Warrenton
4. Sparta
5. Haddock
6. Crawfordville
7. Greensboro
8. Madison
9. Social Circle
10. Covington
11. Conyers
12. Lithonia
13. Scottdale
14. Monroe
15. Crawford

**Agents, Clerk-  
Telegraphers and Clerks**

1. Camak
2. Milledgeville
3. Washington
4. Union Point
5. Athens
6. Decatur
7. Thomson

All clerical duties, including billing, are performed at the fifteen (15) stations where no clerks as such are employed. We submit that on a system-wide basis agents-clerk telegraphers have always performed the work in question.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The claim herein had its origin in the abolishment of Bill Clerk position at Camak, Georgia, October 10, 1965, and the alleged transfer of some of the work formerly performed by that position to the agent, telegraph operator and other clerks.

The claim is based primarily on the Scope Rule of the Agreement, which is what is generally referred to as a general type scope rule in that it does not delineate work. It is well settled that under such type of scope rule, if the Petitioner is to prevail it must prove that through custom, practice and tradition, the work complained of is reserved to employees covered by the Agreement on a system-wide basis. In the record before us the Petitioner has met the burden of proof required of it, and the claim will be denied for that reason.

In its submission and rebuttal the Petitioner has cited a number of Awards which it contends supports its position, but the awards do not take the place of the burden of proof required under the general type scope rule.

In view of our decision on the merits, it is not necessary to pass upon the procedural issues raised.

**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.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: E. A. Killeen  
*Executive Secretary*

Dated at Chicago, Illinois, this 12th day of May 1972.