

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19224  
Docket Number MW-18394

Thomas L. Hayes, Referee

PARTIES TO DISPUTE: (Brotherhood of Maintenance of Way Employes  
(  
(Northern Pacific Railway Company

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

(1) The Carrier violated the Agreement and practices thereunder when, effective March 18, 1968, it discontinued using sectionmen to maintain the yard office at Rice's Point and, effective the same date, assigned the performance of said work to employes outside the scope of its agreement with the Brotherhood of Maintenance of Way Employes.

(2) Sectionman John Bodin be allowed pay at his straight time rate for a number of man hours equal to that expended by other forces in performing the work referred to within Part (1) of this claim.

(3) The work of maintaining the yard office at Rice's Point be reassigned to Track Department forces.

OPINION OF BOARD: Prior to March 18, 1968, the duties relating to clean-up work at Rice's Point Yard Office were assigned to and performed by section men from the Rice Point section crew.

On February 29, 1968, Carrier by bulletin to its clerical employees advertised a position of janitor which encompassed janitorial duties in Rice's Point Yard Office as well as such duties at the Store Department Building and the office area in the Roundhouse.

A clerical employee was assigned the advertised position and on March 18, 1968, there was terminated the practice of sectionmen performing Janitorial duties at the Rice's Point Yard Office.

A claim has been filed for compensation equal to the man hours used by other forces in doing the work and for a restoration of the janitorial duties at Rice's Point Yard Office to the track forces.

Carrier contends, that in applying a general Scope Rule to an organization's claim to exclusive right to certain work, the organization has the burden of proving that the work involved has been performed, historically and customarily, system-wide, by employes covered by the Agreement. In this connection Carrier points out that janitor work on its entire system is performed by both Clerks and Maintenance of Way employes and is not assigned to only one craft.

Upon examination we find that most awards on the question do hold in effect that, to demonstrate exclusive rights to particular work on the basis of past practices, the organization must prove the existence of a practice of exclusive assignment of such work to employes under the agreement, system-wide, and not simply at an isolated situs.

Since in this particular case janitor's work is done throughout the system by more than one craft and in view of the fact that the Board finds the contentions upon which the Organization relies to be without merit, all parts of the claim are denied.

The Division gave notice of this dispute to the Brotherhood of Railway, Airline and Steamship Clerks but that Organization advised it would not file a submission or be present at the hearings, thus disclaiming any interest in these proceedings.

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 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 the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 25th day of May 1972.