

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22515
Docket Number CL-22415

Joseph A. Sickles, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station **Employees**
PAKCES TO DISPUTE: (
(The Detroit & Toledo Shore Line
(Railroad Company

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood
(GL-8549) **that:**

1. The Carrier violated and continues to violate the effective Clerks' Agreement, when, on or about March 14, 1977, it required and/or permitted an **employee** not covered by the scope of the Agreement to perform certain work of picking up materials for the Stores Department which work is reserved for employees covered by the Scope of the **Agreement**.

2. The Carrier shall now compensate Furloughed **Employee** Karen Adams for eight (8) hours' pay at the pro rata rate of the Chief Clerk - Motive Power **and** Equipment position for **March** 14, 1977 and for each date thereafter that a like violation occurs.

OPINION OF BOARD: The **Employees** contest Carrier's actions of permitting the "picking up of supplies" - such as janitor supplies, hardware, automotive supplies, etc. - by individuals other than employees **covered** by the scope of the Clerical Agreement. In this regard, the Organization stresses that **Rule 1(b) provides** that any work or **function** of storehouse employees **"...now, heretofore or subsequently assigned...shall continue to be...subject** to this agreement irrespective of any change in the means by which such work or function is or may be performed."

In **its response** to the claim, Carrier has noted a number of defenses. It insists that the claim is "vague and indefinite", untimely filed, not of a "continuing nature" and without basis on the merits.

We are inclined to agree that the Employees have failed to prove a violation. After repeated review of the lengthy correspondence exchanged on the property, we are still unable to pinpoint - with any degree of certainty - precisely the actions which prompted this claim. Moreover, except for certain conclusionary expressions, we find no evidence which convinces us that the Carrier removed work from these employees in violation of the cited Scope Rule.

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 claim be dismissed.

A W A R D

Claim dismissed for failure of proof.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 17th day of September 1979.