

**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 **Employes**  
PAKCIES 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 **employe** 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 employes 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 **Employes** contest Carrier's actions of permitting the "picking up of supplies" - such as janitor supplies, hardware, automotive supplies, etc. - by individuals other than employes **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 employes "...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 conclusory 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:

  
Executive Secretary

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