

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

Award **Number** 22777
Docket Number CL-22359

Robert A. **Franden**, Referee

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight **Handlers**,
(Express and Station **Employees**
PARTIES TO DISPUTE: (
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8507)
that:

1. Carrier violated the Agreement between the parties when **on** May 24, 1976, and continuing each Monday through Friday thereafter, it permitted or required employees not covered by the scope of the Clerical **Agreement** to enter the Diesel Parts Store, obtain **material** and prepare requisition form **MP-21** during the **time** no clerical employees are **on duty**.

2. Carrier shall now compensate clerical employee, **H. Woodall**, the regular assigned incumbent of Store Helper Position No. 6, or his successor **on** Position No. 6, for eight hours pay at the rate of time and one-half the pro rata **rate** of Position No. 6 beginning Monday, **May** 24, 1976, and continuing on each and every Monday through Friday thereafter until such violation is corrected.

3. Carrier violated the Agreement between the parties when beginning Saturday, May 29 and Sunday, May 30, 1976, and continuing each and every Saturday and Sunday thereafter, it permitted or required employees not covered by the scope of the Clerical Agreement to enter the Diesel Parts Store and obtain materials and prepare requisition form MP-21 during the time no clerical employees are on duty.

4. Carrier shall now compensate clerical employee, **H. Woodall**, for sixteen hours compensation at the rate of time and one-half the pro rata rate of Position No. 6 for Saturday, May 29 **and** Sunday, May 30, 1976, and continuing on each and every Saturday and Sunday thereafter until such violation is corrected.

OPINION OF BOARD: This is a scope rule **case**. **Employees** of the Mechanical Department at Springfield, Missouri, have performed the work of obtaining parts or materials from the diesel parts store **during** the time when no clerical **employees** **were** on duty, The Organization contends that the work in question is reserved to them under the scope rule as applied **on** the property.

The scope rule in question is general in **nature and** reads as follows:

Rule 1, These rules shall govern **the** hours of service and working **conditions** of the following **employees** of St. Louis-San Francisco Railway Company, subject to exceptions noted in this rule.

(1) Clerks, as defined in **Rule 2.**

(2) Other office and station **employees**, such as office boys, messengers, chore boys, station helpers, train announcers, gate-men, baggage and parcel room **employees** '(other than clerks), train and engine crew callers, operators of **certain** office and station equipment devices, telephone switchboard operators, elevator operators, ticket and waybill assorters, **machine** operators, employees operating appliances or **machines** for perforating and addressing ewelopes, **numbering** claims or other papers, adjusting dictaphone cylinders, office, station and warehouse watchmen, janitors, and others **similarly** employed.

(3) Station, **platform**, warehouse, transfer, dock, storeroom, stockroom, **and** team track freight or material handlers or truckers and others similarly employed; sealers, scalers, fruit and perishable inspectors, stowers, stevedores, **callers**, loaders, locators, coopers, and others similarly employed; and laborers employed in and around stations, offices, storehouses and warehouses, **and** stock yard laborers.

We have reviewed the handling of this case carefully from the initial submission of the claim on the property through **the** written submissions to this Board and are unable to find where the Organization has submitted evidence to prove that the work in question falls within the scope rule. Absent the Organization meeting its burden of proof, we cannot conclude, based upon unsupported allegations that the work in question is reserved to the **Clerks** under the scope rule. Based upon a failure of proof we will deny the claim.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 14th day of March 1980.