

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number **23145**
Docket Number CL-22845

Robert A. **Franden**, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
(Southern Pacific Transportation Company (Pacific Lines)

STATEMENT OF CLAIM: Claim of the System **Committee** of the Brotherhood (GL-8768)

(a) The Southern Pacific Company violated the Clerks' Agreement extant when it removed the work of Positions 92, 93 **and** 94, R & D Clerks, from employees covered thereunder and turned over such work to employees of outside companies; **and,**

(b) The work of Positions 92, 93 and 94 shall **now** be returned to employees covered by the Clerks' Agreement; and

(c) **Employees** L. G. King, W. L. Sexton and M. J. Morris, their substitutes **and/or** successors, if any, shall be paid one additional days' pay each at the pro rata rate of R & D Clerk for May 5, 1969, and each calendar day thereafter.

OPINION OF BOARD: Claimants held assignments as R & D Clerks at the Waterway Terminal, MacDonald's Dock and Columbia Basin where they performed certain duties, the primary of which were to check car loadings for correct count, condition of lading and proper loading. Effective May 5, 1969, the Carrier removed the **Claimants** from their duties at the stated locations and subsequently abolished the positions that the **Claimants** had held. The organization contends that the Carrier transferred the work of the positions previously held by Claimants to employees of other companies outside the scope of the Clerks' Agreement and, hence, in violation of same.

The **only** claim properly before this Board is an allegation of a **violation** of the Scope **Rule**. On the **merits** that claim must fail. There is no evidence in the record whatsoever that the Carrier turned Clerks' work over to employees outside the Agreement. In fact, all that Carrier did was to **commence** accepting **as** accurate the count and **condition** of shipments loaded into freight cars. This does not constitute a violation of the Agreement.

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: _____

A. W. Pauler
Executive Secretary

Dated at Chicago, Illinois, this 30th day of January 1981.

