

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23549  
Docket Number CL-23700

Rodney E. Dennis, Referee

PARTIES TO DISPUTE: { Brotherhood of Railway, Airline and Steamship Clerks,  
                                  { Freight Handlers, Express and Station Employees  
                                  { The Pittsburgh and Lake Erie Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood  
(GL-9288) that:

(a) Carrier violated the Rules Agreement effective September 1, 1946, as amended, particularly Rule 1 - Scope.

(b) Claimant is regular assigned as truck driver whose duties are to deliver supplies daily to various offices in the outlying districts. On October 12, 1977, Mr. B. Tropea, Supvr. of Track at E. Youngstown, Ohio and Mr. Peter Patacca, District Lineman from Glassport, PA picked up supplies at the Storehouse at McKees Rocks which cannot be considered emergency supplies.

(c) That claimant Mr. L. Krupinski be compensated for one (1) days pay for October 12, 1977.

OPINION OF BOARD: Claimant L. Krupinski is a regularly assigned truck driver who delivers supplies from the Storehouse at McKees Rocks to various points on the railroad. These deliveries are made on a scheduled basis. On October 12, 1977, Carrier's Supervisor of Track at East Youngstown and Carrier's District Lineman from Glassport, Pa., picked up supplies at the McKees Rocks Storehouse. Claimant thereupon filed a claim alleging that the pickup and delivery of material from the storehouse is work properly belonging to the clerk craft on Carrier's property. The claim cited a Rule 1 scope violation. Claimant requested one day's pay as compensation for the alleged violation.

Carrier denies the claim on the basis that picking up properly requisitioned material at the McKees Rocks Facility by user departments is a long-standing practice. The pickup and transporting of materials is not a task reserved exclusively by scope rule to clerks. Carrier further argues that the Organization under numerous general chairmen have filed identical claims in the past and dropped or abandoned each of them.

This Board has carefully reviewed the record of this case and must conclude that Carrier did not violate the Schedule Agreement when personnel other than Claimant picked up material and supplies at the storehouse. The record clearly reveals that it has been a practice for more than 20 years for user departments to pick up supplies at the storehouse. The record also reveals that the Organization has filed numerous claims on the identical issue and that these claims were all abandoned at some stage in the grievance process. The Organization did not cite one claim in which it had been successful.

Given the fact that a well-defined, uncontested practice of allowing user departments to pick up material and supplies at the storehouse has existed for over 20 years, it is this Board's opinion that the instant claim should be denied.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 F D

Claim denied.

RATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: Acting Executive Secretary  
National Railroad Adjustment Board

By Rosemarie Brasch  
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 10th day of March 1982.

