

Award No. 14327
Docket No. CL-12483

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES
NORFOLK AND WESTERN RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-4907) that:

1. The Carrier violated the Agreement when effective at the close of business on June 30, 1959 remaining clerical positions advertised to sell tickets at Radford, Virginia Passenger Station were abolished and certain duties of these positions, and of the positions previously abolished, were assigned to employees not covered by the Clerks' Agreement.

2. That Clerks W. B. Sanders, G. E. Tench, Jr., J. A. Carper, G. S. Ward and all others, who have been, or may be adversely affected by this violation, be paid all wage loss suffered, including loss of overtime pay, retroactive to June 30, 1959, and continuing until such violation is terminated.

EMPLOYEES' STATEMENT OF FACTS: 1. Prior to July 1, 1959 all ticket selling and work incident thereto was performed by employees covered by the effective Agreement at the Carrier's Radford, Virginia Passenger Station. By Bulletin No. 1167, dated June 19, 1959, issued by Mr. C. H. Hale, Superintendent, Radford Division, the position of Clerk at Radford, Virginia, incumbent W. B. Sanders, was declared abolished at the close of business on Tuesday, June 30, 1959. By Bulletin No. 1168, dated June 19, 1959, issued by Mr. C. H. Hale, Superintendent, Radford Division, the position of Relief Clerk at Radford, Virginia, incumbent G. E. Tench, Jr., was declared abolished at the close of business on Tuesday, June 30, 1959. Effective July 1, 1959, the Carrier moved the Telegraph Operators from the Radford, Virginia Yard Office to the Radford, Virginia Passenger Station, a distance of about 500 feet, and required these Telegraph Operators, employees not covered by the Agreement, to perform duties previously assigned to the "abolished" positions as follows:

1. Sell tickets
2. Check and handle baggage
3. Handle mail
4. Handle cash and accounts
5. Make reports
6. Perform incidental clerical duties

Freight clerical duties incident thereto.

— Chief Clerk, under Clerks Agreement

The duties of the Relief Clerk position held by G. E. Tench, Jr., when it was abolished effective at close of day's work June 30, 1959, consisted of the following which were disposed of as indicated below:

Yard clerical duties.

— Yard Clerks, under Clerks Agreement

Selling tickets.

— Telegraphers, under Telegraphers Agreement

Checking and handling baggage.

— Telegraphers, under Telegraphers Agreement

Handling mail.

— Telegraphers, under Telegraphers Agreement

Handling cash and accounts.

— Telegraphers, under Telegraphers Agreement

Passenger clerical duties incident thereto.

— Telegraphers, under Telegraphers Agreement

Demurrage reports and making reports in connection therewith.

— Chief Clerk, under Clerks Agreement

Freight clerical duties incident thereto.

— Chief Clerk, under Clerks Agreement

On abolishment effective June 30, 1959, of the Clerk position occupied by W. B. Sanders and the Relief Clerk position occupied by G. E. Tench, Jr., no change occurred in the duties of the positions of Chief Clerk occupied by J. A. Carper and Stenographer-Clerk occupied by G. W. Ward.

The Employees filed the following claim:

"1. The Carrier violated the Clerks' Agreement when effective at the close of business on June 30, 1959 remaining clerical positions advertised to sell tickets at Radford, Virginia, Passenger Station were abolished and certain duties of these positions, and of the positions previously abolished, were assigned to employees not covered by the Clerks' Agreement.

"2. That Clerks W. B. Sanders, G. E. Tench, Jr., J. A. Carper, G. S. Ward and all others who have been or may be adversely affected by this violation, be paid all wage loss suffered, including loss of overtime pay, retroactive to June 30, 1959, and continuing until such violation is terminated."

The Carrier declined the claim.

(Exhibits not reproduced)

OPINION OF BOARD: The issue is whether the Agreement was violated when, on June 30, 1959, Carrier assigned clerical work, primarily the selling of tickets and work incident thereto, to Telegraphers.

This is a Scope Rule case. The Rule in the Agreement before us is general in nature. Therefore, to prevail, Clerks have the burden of proving, by a pre-

ponderance of evidence of record, that traditional custom and practices on the property establish its exclusive right to perform the work which was, admittedly, transferred to Telegraphers. This principle is so firmly established that we find no need to cite the multitude of Awards that support it.

Clerks failed to satisfy its burden of proof relative to exclusivity of right to the work involved. We, therefore, are compelled to deny the Claim.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of April 1966.