

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19308
Docket Number CL-19445

Arthur W. Devine, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employes
(Union Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6984) that:

1. The Carrier violated the currently effective controlling Agreement between the parties to this dispute when on September 30, 1969 the positions of Storekeeper, Stores First Helper, Reliefman, and Auto-Truck Tractor Operator were abolished by Purchasing Agent R. J. Ludwig and thereafter work which had been performed exclusively by employes of the Carrier covered by the Agreements between the Carrier and this Brotherhood for a period of time in excess of 30 years without interruption at Las Vegas, Nevada was assigned by the Carrier to employes of another craft; and

2. Carrier shall now be required to compensate W. A. Speigle, eight hours' pay daily at the rate of pay of the position of Storekeeper; L. K. Gleave, eight hours' pay daily at the rate of pay of the position of Stores First Helper; J. E. Atkin, eight hours' pay daily at the rate of pay of the position of Reliefman; and M. L. Edwards, eight hours' pay daily at the rate of pay of the position of Auto-Truck Tractor Operator, commencing October 1, 1969 and continuing each day thereafter until the violation is corrected and the work restored to the clerical craft.

OPINION OF BOARD: The claim herein arose as a result of the Carrier abolishing four positions in its Stores Department at Las Vegas, Nevada, and allegedly transferring clerical work to employes of other crafts.

The Carrier contends that the need for the Store Department had declined to the point that it was no longer feasible to continue its operation and Las Vegas was placed in the category of a mechanical point; that all material on hand was either shipped to other stores or charged out to the Mechanical Department. The Carrier states that the method of handling material at a mechanical point is for the using department to order its requirements from the nearest major store, and when the requisitions are filled the material is charged to the using department and is shipped direct to such department, becoming the property of the ordering department at the time of shipment. Such method of handling thus eliminates the necessity of placing the material in Store Department accounts.

In the handling on the property the Carrier pointed out that the practice of discontinuing a store and establishing a mechanical point is of long standing and that the abolishment of the Las Vegas Store on October 1, 1969,

placed that point in the same category as numerous other locations where a Stores Department was at one time maintained but later changed to mechanical points. The Carrier further maintained that the work complained of was not work exclusively performed by clerical employes on the Carrier's system.

The Scope Rule of the applicable agreement, quoted in the record, is of the general type in that it lists positions and does not describe or delineate work. Under this type of scope rule, it is well settled by awards too numerous to require citation, that for the Petitioner to prevail it must prove that the work complained of is reserved to employes covered by the Agreement by tradition, custom and practice on a system-wide basis. In the record before us the Petitioner has not met that burden of proof, and the claim will be denied for lack of proof.

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 Employes involved in this dispute are respectively Carrier and Employes 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: E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1972.