

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19371
Docket Number CL-17638

William M. Edgett, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers and Station Employees

PARTIES TO DISPUTE:

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(Georgia Railroad

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6448),
that:

1. The Carrier has violated and continues to violate the Clerks' Agreement, effective May 1, 1942, as amended, and the February 7, 1965 National Agreement, particularly Articles III and VIII thereof, beginning on Monday, May 8, 1967, when it abolished the position of Clerk, Thomson, Georgia Agency and transferred the work thereof to employees who are not subject to the aforementioned agreements, and that, therefore

2. The Carrier shall now be required to return the work of the Clerks' position at Thomson, Georgia Agency as hereinafter specified to employees within the scope of the said Clerks' Agreement, and

3. Clerk Z. B. Wilson, Clerk C. M. Reese at Camak, Georgia Agency, the then occupant of the First Trick Clerk's position at Camak, Georgia, and/or any and all other employees who have been adversely affected by the Carrier's illegal action, shall be compensated in full for all salary, wage and other losses sustained by him or them from the time he or they have been adversely affected and continuing thereafter until the complained of violation has been corrected, and that

4. The successor or successors in interest, if any, of the above named and/or referred to employees shall be compensated in like manner, and that

5. The records of the Carrier shall be checked jointly with the General Chairman to determine the extent of salary, wage and/or other compensational losses due each of the above named and/or referred to employees.

OPINION OF BOARD: The dispute herein originated with the abolishment by Carrier of a clerical position at Thomson, Ga., and the alleged transfer of work to employees not covered by the Clerks' Agreement.

The Petitioner relies primarily on the Scope Rule of the Agreement, and also cites the February 7, 1965, Job Stabilization Agreement.

The Scope Rule is of the general type in that it does not delineate work. It is well settled that under such rule as this one, if the Petitioner is to prevail it must prove that through custom, practice and tradition, the work complained of is reserved to employees covered by the Agreement on a system-wide basis. See Awards 12956 and 19187 involving the same parties. In the record before us the Petitioner has not met the burden of proof required of it. We will, therefore, deny the claim.

While the Petitioner cites the February 7, 1965 Job Stabilization Agreement, if a dispute exists involving the interpretation and application of that Agreement, the forum to resolve it is the Disputes Committee established under that Agreement. See Awards 16552, 15696 and 14979.

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:

E. G. Killen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of July 1972.