

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22054
Docket Number CL-21961

George S. Roukis, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(Seaboard Coast Line Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
GL-8303, that:

1. Carrier violated the agreement when it required train service employee P. N. Moon, Jr. to check cars in spur track at Hiram, Georgia, and Powder Springs, Georgia, and furnish list of both tracks to 1050 Operator at Howells Yard Office, Georgia, Atlanta Division, on October 4, 1975.

2. Carrier shall compensate senior idle clerical employee eight (8) hours pay at minimum rate.

OPINION OF BOARD: This Board is mindful of the Third Division's extensive decisional law on the parameters of work exclusivity and the permissible standards of reasonable evidence and accordingly will eschew detailing and comparing the many nuances and distinctions enveloping alleged general Scope Rule violations. We will, however, postulate as a fundamental given, the long accepted operational principle that general Scope Rule assertions must be supported by persuasive probative evidence. Plain and unverified affirmations of claimed work jurisdiction will not suffice, absent the fulfillment of these required concomitant proofs.

In the instant case, Claimant as the petitioning party has the primary burden of establishing beyond any peradventure of a doubt that the disputed work belonged exclusively to the Clerks. It is not enough merely to contend that the other bargaining unit improperly arrogated this work or that it was not incidental to the trainmen's normal responsibilities. A greater test of confirmatory verification must be met.

This obligation must be demonstrated by a clear and compelling showing that the preparation of switch lists was a system-wide practice exclusively assigned to the Clerks and customarily performed by them. Concrete and specific experimental referents should be adduced.

While we find nothing in the record that sufficiently corroborates this claim or alternatively specifically negates Carrier's averment that the work was incidental to trainmen's duties, we do find that trainmen prepare wheel, blind siding and tie up reports and switch lists which are clerical in nature. Whether they conceptualize in the aggregate a generic coverage that encompasses squarely the disputed work is perhaps still open to question. But the evidence clearly doesn't confirm the conclusion that this work was exclusively performed by the Clerks.

Conversely, we will not review the merits of the claimed violations of Rule 3(a), Rule 18, Rule 19(a), Rule 20(f) and Rule 34, since they were not raised on the property during the handling of this dispute. The application of Circular 1 is too well known to warrant an interpretative explication here.

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;

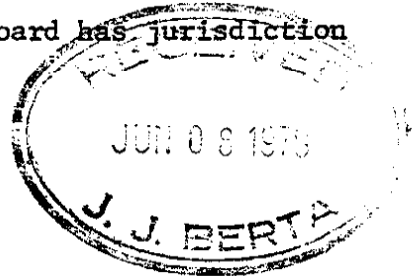
That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

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: AW. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 12th day of May 1978.