

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22777
Docket Number CL-22359

Robert A. Franden, Referee

PARTIES TO DISPUTE:

(Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-8507)
that:

1. Carrier violated the Agreement between the parties when on May 24, 1976, and continuing each Monday through Friday thereafter, it permitted or required employees not covered by the scope of the Clerical Agreement to enter the Diesel Parts Store, obtain material and prepare requisition form MP-21 during the time no clerical employees are on duty.

2. Carrier shall now compensate clerical employee, H. Woodall, the regular assigned incumbent of Store Helper Position No. 6, or his successor on Position No. 6, for eight hours pay at the rate of time and one-half the pro rata rate of Position No. 6 beginning Monday, May 24, 1976, and continuing on each and every Monday through Friday thereafter until such violation is corrected.

3. Carrier violated the Agreement between the parties when beginning Saturday, May 29 and Sunday, May 30, 1976, and continuing each and every Saturday and Sunday thereafter, it permitted or required employees not covered by the scope of the Clerical Agreement to enter the Diesel Parts Store and obtain materials and prepare requisition form MP-21 during the time no clerical employees are on duty.

4. Carrier shall now compensate clerical employee, H. Woodall, for sixteen hours compensation at the rate of time and one-half the pro rata rate of Position No. 6 for Saturday, May 29 and Sunday, May 30, 1976, and continuing on each and every Saturday and Sunday thereafter until such violation is corrected.

OPINION OF BOARD: This is a scope rule case. Employees of the Mechanical Department at Springfield, Missouri, have performed the work of obtaining parts or materials from the diesel parts store during the time when no clerical employees were on duty. The Organization contends that the work in question is reserved to them under the scope rule as applied on the property.

The scope rule in question is general in nature and reads as follows:

Rule 1. These rules shall govern the hours of service and working conditions of the following employees of St. Louis-San Francisco Railway Company, subject to exceptions noted in this rule.

(1) Clerks, as defined in Rule 2.

(2) Other office and station employees, such as office boys, messengers, chore boys, station helpers, train announcers, gate-men, baggage and parcel room employees (other than clerks), train and engine crew callers, operators of certain office and station equipment devices, telephone switchboard operators, elevator operators, ticket and waybill assorters, machine operators, employees operating appliances or machines for perforating and addressing envelopes, numbering claims or other papers, adjusting dictaphone cylinders, office, station and warehouse watchmen, janitors, and others similarly employed.

(3) Station, platform, warehouse, transfer, dock, storeroom, stockroom, and team track freight or material handlers or truckers and others similarly employed; sealers, scalers, fruit and perishable inspectors, stowers, stevedores, callers, loaders, locators, coopers, and others similarly employed; and laborers employed in and around stations, offices, storehouses and warehouses, and stock yard laborers.

We have reviewed the handling of this case carefully from the initial submission of the claim on the property through the written submissions to this Board and are unable to find where the Organization has submitted evidence to prove that the work in question falls within the scope rule. Absent the Organization meeting its burden of proof, we cannot conclude, based upon unsupported allegations that the work in question is reserved to the Clerks under the scope rule. Based upon a failure of proof we will deny the claim.

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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: A.W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 14th day of March 1980.