

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24882  
Docket Number CL-24888

Marty E. Zusman, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,  
(Freight Handlers, Express and Station Employees  
(  
(The Baltimore and Ohio Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9673)  
that:

(1) Carrier violated the effective Clerk-Telegrapher Agreement when, on dates of November 25, December 5, 10, 30, 1980; January 7 and 13, 1981, it caused and permitted personnel and outsiders not covered by the Agreement to transport Company material from one location to another location, performing the class of work assigned to Mr. E. T. Trew, incumbent Chauffeur-Storehelper, position C-194, Riverside Stores Office, Baltimore, Maryland, and,

(2) Because of such impropriety, Carrier shall be required to compensate Mr. E. T. Trew, Chauffeur-Storehelper, position C-194, Riverside Stores Office, Baltimore, Maryland, eight (8) hours' pay at pro rata rate (\$72.54) for the dates of November 25; December 5, 10, 30, 1980, and eight (8) hours' pay at pro rata rate (\$75.10) for the dates of January 7 and 13, 1981.

OPINION OF BOARD: The instant dispute was initiated on January 16, 1981 by the Organization on behalf of Mr. E. T. Trew a Chauffeur-Storehelper covered by the Clerk-Telegrapher Agreement. The Organization contends that between November 25, 1980 and January 13, 1981 the Carrier permitted on numerous occasions the transportation and delivery of company material and supplies by individuals not covered by the Agreement and as such violated the Clerk-Telegrapher Agreement, specifically Rule 1 covering Scope and Rule 74, Driving Company Vehicles and Messenger Work. The Organization argues that such work is assigned to the clerical ranks and as such its removal from them constitutes a violation of contract by the Carrier.

The Board finds nothing in the contract of clear and unambiguous language assigning such work exclusively to the clerical ranks. In addition, in the mind of this Board there is nothing in the record as handled on property to provide sufficient evidence of probative value to establish that such work has historically been exclusively performed by members of that Craft by custom, practice or tradition. It is the determination of the Board after a careful review of the appropriate rules and the accompanying evidence that such past work of transporting of supplies and materials has been a shared responsibility on this property. Such a ruling is consistent with past awards of the National Railroad Adjustment Board (Third Division Awards 22894, 22943).

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

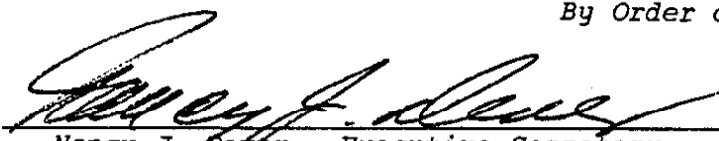
That the Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST:

  
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 28th day of June, 1984