

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 24974
Docket Number CL-24732

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Peoria and Pekin Union Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-9668) that:

1. Carrier violated the Agreement Rules, particularly Rule 1, when it removed work assigned to the position of Storekeepers on June 22, 1981 and had same performed by an officer, their Purchasing Agent, and

2. Carrier shall now be required to return this work back to the Storekeepers' positions and compensate W. P. Morgan and J. P. Underwood three (3) hours at the pro rata rate beginning with the date of June 22, 1981 and continuing until the work is returned to their positions.

OPINION OF BOARD: The Organization contends that Carrier violated the Agreement's Scope Rule (Rule 1) when it allegedly removed work assigned to the position of Storekeepers and reassigned such work to an Officer of the Carrier who is not covered by the Clerks Agreement. It avers that the disputed work was previously performed exclusively by Storekeepers and its removal and reassignment constituted a material breach of the Agreement. In particular, it asserts that the work removed did not involve de minimus routine chores incidentally related to the normal work of the excepted employee, but instead represented substantial functions that were integral to the Storekeepers positions. The identified work stated in the Organization's petition was as follows:

- "(1) Preparing the original purchase order for materials to be stored at the Stores Department at the Repair Track and Diesel shop and sending same to the vendor.
- (2) Sending acknowledgement to vendor for verification of order.
- (3) Handling of Inbound Freight Bills on freight delivered to the Stores Department which included the checking of such bills against the actual items received, and
- (4) Processing of original invoices sent by vendors."

Carrier argues that the preparing of purchase orders has by practice been prepared by an excepted employe on the property. It asserts that the Organization cannot demonstrate that any of the contested work was exclusively reserved to Claimants by custom, practice or tradition, and avers that the Storekeeper still performs a considerable amount of the work cited in the Organization's petition. It notes that it appointed a Purchasing Agent in 1979 at the Repair Track Office because of the increased volume of activity at this location, but observes that it eliminated this position on June 22, 1981 when business activity declined over fifty (50) percent. In effect, it contends that all purchase orders are centralized in the Purchasing Department and performed by an excepted employe.

In our review of this case we concur with Carrier's position. As the claim herein involves an asserted Scope Rule violation the burden of proving that identified contested work accrues exclusively to a particular class or craft of employes devolves upon the initiating party. In the case before us, the Organization has identified work that it contends was improperly removed from the Storekeepers position but offers no correlative evidence that shows persuasively that the work exclusively belonged to covered employes. As we noted in previous Divisional Awards a scope rule is general in nature and requires, of necessity, credible evidence that the work had been performed on a systemwide basis to the exclusion of other employes. The Organization has not produced this requisite quantum of proof to establish a bona fide claim of exclusivity and absent a passing of this fundamental litmus test, we are compelled to deny the claim. There is no evidence in the record that by tradition, custom or practice the work was exclusively performed by the Storekeepers on the property nor any clear unmistakable language in Rule I that reserves this work exclusively to these employes. (See Third Division Award Nos. 23211, 20792, 12020 for an explanation of Scope Rule evidentiary requirements.)

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.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 12th day of September 1984.

