

The Third Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employes
PARTIES TO DISPUTE: (
(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: "Claim of the System Committee of the Brotherhood
(GL-10011) that:

1. Carrier violated the Clerks' Rules Agreement, and in particular Rule 1, when, on various dates beginning December 31, 1982, and continuing, it allowed employes not covered thereby to load and unload materials and supplies at Alexandria, Louisiana (Carrier's File 205-5767).

2. Carrier shall now be required to compensate Clerk E. Schmidt eight (8) hours pay at the punitive rate for December 31, 1982, January 7, 9, 10, 11, 11, 12, 12, 14, 17, 17, 18, 19, 19 and 20, 1983."

FINDINGS:

The Third Division of the Adjustment Board upon the whole record and all the evidence, finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant held the position of Material General Foreman at Alexandria, Louisiana. Although disputed by the Carrier as being exclusively performed, the Organization asserts that prior to December 31 1982, unloading and loading of rip track material, wheels and diesel fuel was performed at Alexandria by the Material General Foreman and Car Clerk. On December 29, 1982, the position of Car Clerk was abolished. On the dates cited in the Claim, the work at issue was performed by either Carmen or a Diesel Supervisor. The record further reveals that loading and unloading of wheels as well as other material is performed by the Carrier's Mechanical Department employees at Laredo, San Antonio, Corpus Christi, Harlingen, Fort Worth, Memphis, Coffeyville, Hoisington, Monroe, McGehee, Chester, Muskogee and previously at Omaha. Additionally, diesel fuel is unloaded by Water Service Department employees at North Little Rock and Mechanical Department employees at Kansas City.

The Brotherhood of Railway Carmen as Third Party in Interest has declined to participate in this proceeding.

The Organization contends that the diversion of the work at issue to other employees at Alexandria constitutes a violation of the Agreement since the work has always been performed by the Material General Foreman and Car Clerk. Putting aside the question of whether the work was exclusively performed at Alexandria by the Material General Foreman and Car Clerk prior to December 31, 1982, this record does not support the ultimate argument advanced by the Organization. The Scope Rule involved in this case is general in nature. Where the Scope Rule is general as opposed to a specific reservation of identifiable work, it is well-established that for the Organization to prevail it must prove that the work involved is reserved exclusively to employees covered by its Agreement by tradition, custom and practice on a systemwide basis. See e.g., Third Division Awards 26245, 25409, 19308. That burden has not been met in this case. Indeed, the Carrier has shown that at numerous other locations within its system, the kind of work involved herein has been performed by employees not covered by the Agreement. The record in this matter requires that we deny the Claim.

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 30th day of March 1988.