

Award No. 13215

Docket No. CL-12795

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5006) that:

1. Carrier violated the current Clerks' Agreement beginning on or about June 1, 1960 when it removed the work of billing, rating and routing the outbound shipments of the MFA Milling Company at Aurora, Missouri, from employees covered by the scope of the Agreement and required or permitted employees of the MFA Milling Company to perform it; and,

2. Carrier further violated the current Clerk's Agreement beginning on or about June 1, 1960 when it unilaterally transferred the work of reporting, checking, expensing and accounting of both outbound and inbound shipments from and to the MFA Milling Company at Aurora, Missouri, including all reports in connection therewith, from the Eastern Division Seniority District to the Springfield Terminal Seniority District; and,

3. All of the work referred to in parts (1) and (2) above shall be returned to clerical employees of the Eastern Division seniority district at Aurora, Missouri, and,

4. Clerical employees V. H. Elting, J. E. Bass and C. H. Gray shall be reimbursed for all losses accruing from June 7, 1960 and clerical employees E. Hatton and B. K. Scott shall be reimbursed for all losses accruing from June 24, 1960 until the violation of Agreement are corrected.

NOTE: Reparation due employees to be determined by joint check of Carrier's payroll and other records.

EMPLOYEES' STATEMENT OF FACTS: Prior to June 1, 1960, all outbound shipments from the MFA Milling Company originating at Aurora, Missouri were handled by the shipper issuing a standard form of bill of lading to the Agent at Aurora, Missouri showing weight and charges to follow. Clerical employees at Aurora, Missouri handled the making of the outbound waybills to cover. Later the shipper, (the MFA Milling Company) furnished the Agent at Aurora with the transit reference covering the outbound shipments, the clerical employees at Aurora checking the routes, rates and extensions and then made the outbound revenue waybill to cover forwarding the

Transit-Revenue Waybill, simultaneously, and consequently the work involved in making Revenue Waybills by the station force at Aurora has been eliminated.

The Accounting Department of the MFA is at Springfield and the company insists that the Carrier account for their business at Springfield, Missouri. The Carrier has transferred no work from the Eastern Division seniority district to the Springfield Terminal seniority district in violation of the current Clerks' Agreement.

(Exhibits not reproduced.)

OPINION OF BOARD: For decisional purposes, the pertinent facts may be stated as follows:

Prior to June 1, 1960, the work here involved, and described in the statement of the claim, was performed by covered clerical forces at Aurora, Missouri.

At the insistence of the shipper (MFA Milling Company, here referred to as MFA), the Carrier furnished MFA a new form of bill of lading containing six copies, the second copy of which was used as an outbound waybill to cover the movement of the shipment weight and charges to follow. The original bill of lading was returned to MFA, a copy was retained for station record, two copies were forwarded to the Agent at Springfield, Missouri, and one copy forwarded to the Auditor's Office.

MFA thus performed the clerical work of preparing and handling waybills, work which prior to June 1, 1960, had been done by the Carrier's clerical force at Aurora. Moreover, in addition to the waybill paper work, all other work involving reports, charges, checking of revenue, accounting, and other station work was removed from the Aurora Station and performed at Springfield by Carrier's station forces at that point.

The Board finds the evidence of record does not support a finding that the Scope Rule of the Agreement was violated when MFA, the shipper, was permitted to handle the waybilling of outbound carload shipments. The procedure followed made possible the simultaneous production of the bill of lading and weights and charges to follow waybill on a combination form. The result was to eliminate some clerical work theretofore done by Carrier's station force at Aurora. The work there having been eliminated, manifestly the Scope Rule cannot be held to apply. Nor was there a "farm-out" as alleged. There was no contract between the Carrier and MFA whereby the work was performed by the latter for a consideration. It was performed by MFA at its insistence, on its own account, and for its sole benefit and convenience.

An entirely different question is posed, however, by reason of Carrier's transfer from Aurora to Springfield, two separate seniority districts, of the work of reporting, checking, "expensing", and accounting of both outbound and inbound MFA shipments.

Rule 5 of the Agreement specifies separate and distinct seniority districts. Here the Aurora station clerical force held seniority rights in what is designated as the Eastern Division district; the Springfield force was in the Springfield Terminal district.

It is settled on the property that the Carrier may not transfer work from

one seniority district to another without negotiation and agreement with the representative of the Clerks' Organization. See Awards 756, 6309 and 7239, all involving these same parties and the identical issue. The same ruling has been consistently followed and applied by this Board almost from its inception on other properties where similar or identical seniority rules were interpreted. See Awards 99, 198, 610, 752.

Accordingly, the Board finds the unilateral transfer by the Carrier of the work described above constituted a violation of Rule 5 of the Agreement, as interpreted and applied on this property.

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 violated.

AWARD

Claim sustained in accordance with the Findings and Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of January, 1965.