

Award No. 17067
Docket No. TE-15616

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers) on the Missouri Pacific Railroad (Gulf District), that:

1. Carrier violated Scope Rule 1 of the Telegraphers' Agreement and continues to violate the same when, on October 9, 1961 it unilaterally transferred the handling of waybills, freight bills, collecting the monies for the same and accounting for all less-than-carload freight shipments from one-man agencies at Rio Hondo, LaFeria, Lyford, Mercedes, Alamo, San Juan, Pharr, Rio Grande City, Edinburg and Ed Couch, Texas and assigned it to clerical employes at San Benito, Texas and later assigned it to clerical employes at Harlingen, Texas.

2. Carrier shall compensate the Agent-Telegrapher at Rio Hondo, LaFeria, Lyford, Mercedes, Alamo, San Juan, Pharr, Rio Grande City, Edinburg and Ed Couch, Texas, one call, three hours at pro rata prevailing rate at each station for each day the clerical forces at Harlingen, Texas are permitted to perform this work beginning November 28, 1963 and continuing thereafter as long as this violative act is permitted. A joint check of Carrier's records at Harlingen, Texas shall be executed by the Organization and Carrier to determine the extent of this violative action.

EMPLOYEES' STATEMENT OF FACTS: Rio Hondo, LaFeria, Lyford, Mercedes, Alamo, San Juan, Pharr, Rio Grande City, Edinburg and Ed Couch, Texas, are all one-man agencies listed on the Kingsville Division of the Missouri Pacific Railroad (Gulf District) and in the Rio Grande Valley. Prior to October 9, 1961, each of the listed stations were assigned exclusive duty of preparing all less-than-carload waybills, freight bills, issuing bills of lading and collecting monies therefrom and accounting for them.

On October 9, 1961, the Carrier arbitrarily and unilaterally removed this work of handling LCL shipments from the above listed stations and transferred the handling thereof to the clerical employes at San Benito, Texas. The

Dear Sir:

Reference to your letter dated September 17, 1964, file F-6-435, covering claims of various agents in the Rio Grande Valley for a call, beginning November 28, 1963, alleging that Carrier violated the Telegraphers' Agreement on October 9, 1961, alleging that clerical work was removed from the agents at the various named stations and given to clerks at Harlingen.

Evidently you misunderstood just what the Carrier's position is in the instant case. We did not at any time take a position that by Agreement between the Missouri Pacific Truck Lines and the Missouri Pacific Railroad work was transferred to the Missouri Pacific Truck Lines as you imply.

Evidently you are confusing this claim with your original claim resulting from the change that occurred October 9, 1961, wherein you claimed the handling of less than carload freight was transferred from the agents in the Rio Grande Valley to the truck drivers of the Missouri Pacific Truck Lines. As you will recall, Special Board No. 506 in Award No. 27 held, in reversing Award No. 1 of the same Board, that the agents did not have the exclusive right to handle less than carload freight, and that the service performed by the Missouri Pacific Truck Lines' drivers did not violate any provision of the Telegraphers' Agreement.

The instant claim is nothing more than an attempt to reactivate the original claim, which was denied by Special Board No. 506 in Award No. 27. Our position in the instant case is fully covered by all correspondence in the handling on the property, and not as you stated in your letter dated September 17, 1964.

Yours truly,

/s/ B. W. Smith"

11. Notwithstanding the foregoing, the Employees have progressed their second claim predicated on their contention that the Carrier violated the Agreement on October 9, 1961, after having once lost the issue before Special Board No. 506.

(Exhibits not reproduced.)

OPINION OF BOARD: The record shows that the substance of this claim was submitted to Special Board of Adjustment No. 506 by the Organization and was abandoned by the latter.

Consequently, the claim must be dismissed.

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.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of April 1969.