

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19861
Docket Number CL-19975

Frederick R. Blackwell, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees

PARTIES TO DISPUTE:

(
(St. Louis Southwestern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-7209)
that:

(1) Carrier violated the Clerks' current Agreement beginning Wednesday May 5, 1971, when it began contracting out to Black and White Taxicab the delivery of waybills, Interchange reports, etc..

(2) Chat General Clerk A. W. Tinnin now be paid one (1) hour at the time and one-half rate beginning May 5, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31, June 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, July 3, 4, 5, 6, 7, 10, 11, 12, 13, 14 and likewise for each day thereafter until violation is corrected.

(3) That General Clerk C. N. Ramsey now be paid one (1) hour at the time and one-half rates beginning May 6, 7, 13, 14, 20, 21, 27, 28, June 3, 4, 17, 18, 24, 25, July 1, 2, 8, 9, 15, 16, and likewise for two (2) days out of each seven (7) thereafter until violation is corrected.

OPINION OF BOARD: A local delivery of waybills, interchange reports, and company mail was made by claimants until it was changed to delivery by taxicab on May 5, 1971. The claim is that the taxicab delivery violated the Agreement and that a compensatory award is warranted.

Carrier asserts a complete bar of the claim and a partial bar of the claim on grounds of time limits violations; also, that the Scope Rule, being general, required the Organization to prove exclusive, system-wide assignment of the delivery work, which it has failed to do.

The basis of the asserted complete bar under time limits is that the Agent who initially disallowed this claim on Carrier's behalf was never notified by the Organization of the rejection of his decision. The record shows that this issue was not raised on the property and, therefore, we shall not consider it now. Carrier's partial time limits defense relates to Carrier letters of May 8, 13, and 15, 1971; these letters disallowed the Tinnin claim for May 5, 8, 9, 10, 11, and 12, and disallowed the Ramsey claim for May 6, 7, 13, and 14, 1971. The Organization's appeal regarding these claim dates was made on July 17, 1971. Thus, the appeal was not taken within 60 days of the date of their disallowance and the claim for the foregoing dates are accordingly barred.

We now **come** to the **merits** of the **remainder** of the **claim** and **find** that, **as asserted** by Carrier, the **instant** Scope Rule is a **general** one and that the complaining employees have not **met** their burden of proving **exclusive, system-wide** performance of the **disputed** work by their craft. We also note that the Board **has** recently **ruled** against a **similar** claim in a dispute involving **these** same parties and this **same** property. In Award 19536 the **Clerks'** filed a claim when the Carrier **discontinued** the **movement** of mail by bus in favor of movement in freight cabooses. **Carmen** moved the mail from yard office to the caboose, and the clerks claimed the work. In denying the claim this Board stated:

"The Board's decisions on this property, between these parties, have held this Scope rule to be 'general' and required a showing of exclusive system-wide assignment in order to claim an exclusive right to work. That burden has not been met by claimants and a denial award is therefore required."

Essentially the **same** considerations obtain here as were presented in the above cited Award and we shall deny this claim also.

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: A. W. Paulson
Executive Secretary

Dated at Chicago, Illinois, this 27th day of July 1973.