

Award No. 14589
Docket No. CL-12797

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Edward A. Lynch, 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-5007) that:

1. Carrier violated the current Clerks' Agreement beginning on or about June 1, 1960 when it removed the work of billing, rating and checking the outbound shipments of the MFA Milling Company at Springfield, 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. All of the work referred to in part (1) above shall be returned to clerical employees of the Springfield Terminal seniority district at Springfield, Missouri, and

3. Clerical employees William A. Moll, Jessie O. Rinbey, Orra F. Cook, E. T. Brake, Mary S. Snow, Mildred Walter and all other employees who have occupied Typist Position No. 14 and Typist Position No. 15 at Springfield shall be compensated for two hours at the time and one-half rate for each date they have occupied either of these positions beginning on June 1, 1960 and continuing until the violation of Agreement is corrected.

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

EMPLOYEES' STATEMENT OF FACTS: For many, many years or as long as there is any record, shipments of outbound carload freight, which are primarily transit shipments, were handled by the Milling Company furnishing the agent's office at Springfield with a standard form of bill of lading showing the shipment to be moved, weight and charges to follow. Subsequently, the Milling Company furnished the Carrier with all transit references in connection with the movement of the carload shipment. Employees in the Agent's office at Springfield first issued a weight and charges to follow waybill to accompany the carload shipments and when the transit reference was received,

checked the rates outbound, ran the extensions and issued a revenue waybill which was taken into the accounts at Springfield and collection of prepay charges was made by the Agent's office.

Effective June 1, 1960, the Carrier furnished the Milling Company with a new form of bill of lading. See Employees' Exhibit 1(a), the second copy of which is used for the movement of the car, weight and charges to follow, this form being made up entirely by the Milling Company. Subsequently on another form furnished the Milling Company by the Carrier. (See Employees' Exhibit 1(b)), the Milling Company made an original transit waybill showing the weight, through rate, amount paid in, balance, freight charges, advances if any, and the amount of the prepay as well as all reference to the inbound shipment used in the transit movement. The original of this waybill made entirely by the Milling Company as well as the checking of all rates and back reference was and is now being performed by the Milling Company. In other words, all of the work attached to the waybilling of outbound shipments from the MFA Milling Company was and is being performed by the Milling Company, thus removing all work in connection with the rating, extensions and waybilling of all outbound transit shipments from this concern and having it performed by employees of the Milling Company, thus depriving employees entitled to perform the work of at least two hours per day of overtime on Positions Nos. 14 and 15.

These claims have been handled with the Carrier, including conference, on March 8, 1961, but not composed. See Employees' Exhibit 2.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: The instant dispute arose at Springfield, Missouri. There is a co-operative feed manufacturing organization located at Springfield that is owned by the MFA Milling Company. This company is owned and operated by Missouri farmers with headquarters in Springfield.

The instant dispute grew out of the Carrier's effort to provide service commensurate with service requirements of a patron.

(Exhibits not reproduced.)

OPINION OF BOARD: These same parties and the same issue came before this Board in part 1 of the claim in Docket CL-12795. Our docket here is CL-12797.

Here the Organization charges Carrier violated the current Clerks' Agreement beginning on or about June 1, 1960 when it removed the work of billing, rating and checking the outbound shipments of the MFA Milling Company at Springfield, Missouri, from employees covered by the Scope of the Agreement and required or permitted employees of the MFA Milling Company to perform it.

In CL-12795, involving an identical situation at Aurora, at MFA's insistence, their employees performed the work thus eliminating any necessity for Carrier's employees to do so.

In Award 13215 (CL-12795) Referee Coburn stated, in part:

"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."

Accordingly, we will follow Award No. 13215 and deny this claim.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1966.