

Award No. 15161
Docket No. TE-13953

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, 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 Order of Railroad Telegraphers on the Missouri Pacific Railroad that:

1. Carrier violated the Agreement between the parties when on June 15, 1961, it required employes not covered by the Telegraphers' Agreement to perform work previously performed by Agents at the following stations:

Mer Route, Louisiana
Epps, Louisiana
Oak Grove, Louisiana
Waterproof, Louisiana
Delhi, Louisiana
Sondheimer, Louisiana
Wilmot, Arkansas
and
Parkdale, Arkansas

2. Carrier shall compensate a senior idle extra employe, 8 hours each day, for each location when this work is performed outside the Agreement, or in the absence of an extra employe, shall compensate the employe assigned each station 3 hours at the pro rata rate on a call basis.

EMPLOYEES' STATEMENT OF FACTS: There is in effect an Agreement between the parties with rules effective September 1, 1949, and wage schedules effective February 1, 1951. Listed at page 45 of the Agreement are the positions at the various locations in paragraph 1 of the Statement of Claim. All of these positions were one-man stations at the time this claim arose on June 15, 1961, and all of the agency work at these stations was covered by the Telegraphers' Agreement and performed by the Agent assigned under this Agreement.

By notice of June 9, 1961, the Carrier transferred part of the agency work that had formerly been performed by the Agents at these locations to

Without waiving the position expressed above, we understand the facts in this situation to be as follows: Effective June 15, 1961, in order to expedite the handling of LCL freight destined for delivery at the above named stations, the freight bills are prepared at Monroe or Alexandria, Louisiana, instead of destination. The MPFT truck company delivers the freight from Monroe or Alexandria to the consignee at other locations on the delivery receipt, turns over the original waybill and original freight bill to the Agent who assigns pro numbers and makes the necessary reports. Thus the work which is the subject of this dispute is the expensing of LCL freight bills at Monroe or Alexandria for shipments moving over the highway from those points via MPFT trucks for delivery to small stations.

The handling of these shipments from Monroe and Alexandria for delivery to destination was under the jurisdiction and control of the MPFT Company and the work incident thereto is not work to which the telegraphers have an exclusive right. There has not been a violation of your agreement. These claims are without merit and are respectfully declined.

Without in any manner waiving the position expressed above, it is also our position that claims must be limited to the actual loss suffered, that the claims must be limited to the actual amount of work involved in expensing freight bills and that in any eventuality, it cannot be shown that anyone suffered any loss for the reason that even if it could be said this is work which should have been performed at the delivery station, it would have been performed by someone already on duty and under pay, and no additional force or expense would be involved.

Yours truly,

/s/ B.W. Smith"

OPINION OF BOARD: Petitioner contends that Carrier's action in changing the method of preparing freight bills covering interline LCL shipments destined to the stations identified in the Statement of Claim violated the agreement.

Prior to June 15, 1961, freight bills covering interline LCL shipments, delivered by truck to the involved stations, were prepared by the Agents at those stations. Effective June 15, 1961, the Carrier had these freight bills prepared by clerical forces at the two central points where the shipments were put aboard the trucks.

For some time prior to June 15, 1961, freight bills covering local LCL shipments were prepared as a part of the billing process at the originating station without complaint from the Organization.

It appears to us the Carrier's action was no different than when it changed, with identical effect, the method of preparing freight bills covering local LCL shipments.

Failure of the Employees to show a distinguishing difference between preparation of local and interline freight bills, which infringes on their rights,

requires a finding that they have failed to meet the burden of establishing a sound basis for a sustaining award. We will deny the 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 no violation of the agreement is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of January 1967.