

Award No. 16937

Docket No. TE-15319

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Herbert J. Mesigh, 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 10, 1963, agency work at a one-man agency consisting of making waybills on outbound carloads and other agency work was removed from the Eureka, Missouri Agency and transferred to employes in another craft at 23rd Street, St. Louis, Missouri, in violation of the Scope Rule as interpreted by numerous Board awards which hold that all agency work at a one-man agency belongs to employes of the Telegraphers' class or craft.

2. Carrier shall compensate C. L. Beatty, Jr., or Mrs. Z. O. McDaniel or any other employe occupying the Eureka, Missouri Agency for four hours per day at the pro rata rate of pay Monday through Friday, beginning June 10, 1963, and continuing until the agency work is restored to the Eureka Agency.

EMPLOYEES' STATEMENT OF FACTS: There is an Agreement in effect between the parties with rules effective September 1, 1949 and wage schedule effective February 1, 1951. Listed at page 48 of the Agreement is the position of agent restricted operator at Eureka, Missouri on the Eastern Seniority District. On May 2, 1952, Eureka was reclassified as agent-telegrapher for the reason that from that day forward it was assigned to handle the Yeatman Spur traffic. ORT Exhibit 1 is a sketch of the area in question, showing the Yeatman Spur and the location of Eureka.

At the time the agency work was transferred to Eureka, the agency was a one-man station and continues to be a one-man station. The agent at Eureka was required to perform all the work for that station as well as the blind sidings under that jurisdiction including handling of the Missouri Aggregates, Inc. traffic from Yeatman, Missouri.

In view of the foregoing, we can find no justification for changing decision given to you in our letter of January 26, 1964, which is hereby affirmed and your request respectfully declined.

Yours truly,

/s/ B. W. Smith"

OPINION OF BOARD: This claim involves the handling of the clerical work for business originating at Yeatman, Missouri, a non-agency station, which clerical work in years past was assigned to the Glencoe Agency. After the Glencoe Agency was closed, it was then assigned to the agent-telegrapher's position at the Eureka Agency. The Eureka Agency is a one-man agency. The Agent was required to perform all the work for that station as well as the blind sidings under that jurisdiction, including the handling of the Missouri Aggregates, Inc., a sand and gravel plant, located at and with traffic from Yeatman, Missouri.

On June 10, 1963, the agent-telegrapher's work of making waybills on outbound carloads of sand and gravel from Missouri Aggregates, Inc., located at Yeatman, Missouri, was removed from the position at Eureka and transferred to employees in another craft at St. Louis, Missouri.

The organization claims that this transfer of Agency work at Eureka violated the Scope Rule of the Agreement and that all agency work at a one-man station belongs to employees of the Telegrapher's class or craft.

It is the position of the Carrier that the work of handling business originating at non-agency stations may be assigned to any agency.

In the instant case, we find no provision in the Agreement limiting the Carrier's prerogative to assign the work originating at non-agency stations nor is the Scope Rule applicable. The Record is quite clear that the Agent at Eureka became entitled to the work which originated at Yeatman, a non-agency station, only because it was so assigned to the Agent by the Carrier in the first place. In fact, the telegraphers did not acquire the exclusive right to perform this particular work on the basis of the Scope Rule or through tradition, custom and practice on this property. It is work of a clerical nature and, at other than one-man stations, is customarily performed by clerks. See Special Board of Adjustment No. 506, Award 28. (Same Parties.)

If the Agent at Eureka had been assigned the duty of handling waybills on outbound carloads which originated at Eureka and not originating at a non-agency station (Yeatman) and this work had been assigned to another station, then the one-man station principle would be given serious consideration. This was not the case as Missouri Aggregates, Inc. was an industry located and operating at Yeatman with headquarters in St. Louis. 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 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 5th day of February 1969.