



Award No. 17924

Docket No. CL-18329

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE & STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS &
STATION EMPLOYES**

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6609) that:

1. Carrier violated and continues to violate the rules of the Clerks' Agreement when, beginning March 4, 1968, it did, without conference, negotiation or agreement, arbitrarily and unilaterally remove work from Kingsville, Texas, Seniority District No. 26 and transfer such work to Corpus Christi, Texas, and have such work performed by employees in Seniority District No. 25.
2. Carrier shall now be required to return such work to employees holding seniority and working positions in Seniority District No. 26.
3. Carrier shall now be required to compensate Clerk L. C. Stewart for 20 minutes each day at pro rata rate, for each and every work day beginning March 4, 1968, and continuing each day thereafter until such work is returned to employees assigned, working and holding seniority rights in Seniority District No. 26.

EMPLOYES' STATEMENT OF FACTS:

1. The work of inbound and outbound billing, rating and accounting of LCL and LTL business for Sarita, Riviera and Ricardo, Texas, is work which has always been assigned to employees working and holding seniority rights in Seniority District No. 26, at Kingsville, Texas.
2. Effective March 1, 1968, all clerical work mentioned in paragraph above was transferred to Corpus Christi, Texas, and such work was assigned to positions and employees in Seniority District No. 25 (Employees' Exhibit No. 1).
3. Corpus Christi, Texas is approximately 40 highway miles east of Kingsville, Texas and is an agency of the Missouri Pacific Railroad Co. The station and yard clerical employees at this location hold positions and seniority only in Seniority District No. 25.

The instant dispute has been handled in accordance with the procedural requirements of the current Agreement between the parties up to and including the highest officer designated for that purpose, discussed in confer-

Shipments from patrons at the locations are picked up at the shipper's place of business and move in over-the-highway trucks without in any way involving a freight or station operation at any of these locations.

The performance of the work in this manner does not violate the Clerks' Agreement. We find claims are without merit and they are respectfully declined."

9. Claim was handled in the usual manner and in letter of August 1, 1968 the claim was appealed to the Director of Labor Relations alleging there had been a violation of Rules 1 and 72, and also Paragraph (a) of the November 1, 1940 Memorandum Agreement and Paragraph (1) of the February 1, 1967 Agreement.

The Director of Labor Relations denied the claim in letter of August 13, 1968, stating:

"Effective March 4, 1968, all LCL-LTL freight into and out of Sarita, Riviera and Ricardo was placed in the uninterrupted custody of the Missouri Pacific Truck Lines. Therefore, the Carrier discontinued the work of billing and expensing of LCL-LTL at Kingsville for these locations.

The LCL-LTL freight arrives at Corpus Christi as a truck company movement, via MPTL, Inc., and is under their jurisdiction and control. The performance of billing, expensing, and accounting work by station forces at Corpus Christi for MPTL is not a violation of any Agreement between the Carrier and your Organization; the work formerly performed at Kingsville by clerical employees ceased to exist because the railroad discontinued handling LCL-LTL into and out of Kingsville from Sarita, Riviera and Ricardo. The alleged work at Kingsville was not there to be performed because there was no function to be performed at Kingsville. In view of the foregoing, claim is without merit or rule support and is respectfully declined."

Conference on the dispute was confirmed in letter of January 17, 1969. Carrier's Exhibit "B."

(Exhibits Not Reproduced)

OPINION OF BOARD: Except for the locations and the name of the Claimant, the basic issues and contentions, as well as the rules, agreements and contracting parties are the same as were before us in Award 17923.

For the reasons given in Award 17923, the claim herein will be denied.

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1970.