AWARD NO. 17

CASE NO. 19
SSW FILE 47-533-2

SPECIAL BOARD OF ADJUSTMENT NO. 353

PARTIES) Transportation-Communication Employees Union
)
TO)
)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the General Committee of The Order of Railroad Telegraphers on the St. Louis Southwestern Railway, that:

1. Carrier violated the agreement on May 9, 1962, when it required or permitted clerical employees at the Dallas, Texas freight office to make weight and charges freight bill No. PRO-6334 (Form 3090) covering car TTX-470583 piggyback load with trailer WAB-324.

2. Carrier violated the agreement on May 10, 1962 when it required or permitted clerical employees at the Dallas, Texas freight office to make revenue freight bill No. 6414 (Form 3090), to prepare and mail Transmittal of Freight Bill and Waybill (Form 900) and to prepare and mail Statement of Freight Due (Form 3040).

3. Carrier shall be required to compensate R. O. Connell, Agent, Carrollton, Texas, in the amount of a minimum call payment on each date.

OPINION OF BOARD:

This claim involves a piggyback shipment which originated at the Glidden Company, Cleveland, Ohio. The shipment was loaded in trailer WAB-324 and loaded on flat car TTX-470583 covered by NYC & STL revenue waybill F-885 issued May 7, 1962, consigned to Glidden Company, 1900 Josey Lane, Carrollton, Texas. Upon arrival of shipment at East St. Louis and delivery to the Cotton Belt, trailer WAB-324 was transferred to flat car SW-82501. Since there is no piggyback unloading ramp at Carrollton, Texas, this car moved into Dallas, Texas, to be unloaded and moved to Glidden Company at Carrollton by truck on May 9, 1962.

On July 2, 1962, claim was filed alleging that the effective agreement was violated when forces at Dallas made weight and charges freight bill for delivery of the trailer on May 9, and again on May 10, by making and mailing to consignee the revenue freight bill and reporting the shipment to the Tyler office. The claim was filed for a minimum call payment in favor of the Carrollton agent for both dates.

The Employes contend that the work involved is station work accruing to the station at Carrollton and must be assigned to an employe at that station. The station force at Carrollton consists of two employes, both occupying positions covered by the Telegraphers' agreement.

The employes rely on a letter written later by the Auditor of Freight Accounts instructing that waybills should be sent to Carrollton under circumstances such as involved here.

We do not feel that the letter written some four months later should obligate the Carrier to pay this claim. This was a new operation and Carrier had the right to establish reasonable procedures for handling this new business.

We will deny the claim.

FINDINGS: That the agreement was not violated.

AWARD: Claim denied.

Don J. Harr, Chairman

D. A. Bobo, Employee Member

M. L. Erwin, Carrier Member

Tyler, Texas
December 28, 1966