

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) Brotherhood of Railway, Airline and Steamship Clerks,
TO) Freight Handlers, Express and Station Employees.
DISPUTE) and
St. Louis-San Francisco Railway Company

QUESTIONS (1) Did the Carrier violate the provisions of Article III
AT ISSUE: of the February 7, 1965 Agreement at Memphis, Tennessee
when it arbitrarily removed work customarily, traditionally
and exclusively assigned to the clerical class and craft
and assigned such work to employees of another craft and class?

(2) Shall the Carrier now be required to reimburse those
employees adversely affected by the agreement violation?

OPINION Prior to August 1, 1965, the duties of handling waybills and
OF BOARD: interchange for delivery to connecting lines at Memphis were
performed by messengers. Subsequently, engine foremen handled
waybills and interchange reports for the cars delivered by them
in interchange to connecting carriers.

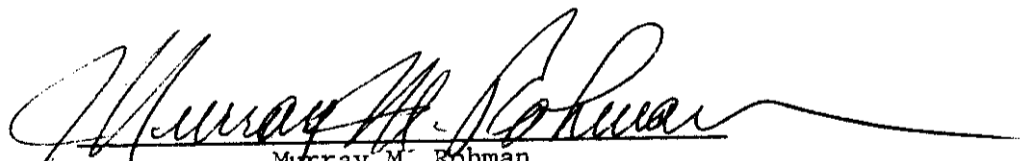
Predicated upon these facts, the Organization alleged a violation
of Article III, Section 1, of the February 7, 1965 National Agreement - - transfer
of work across craft lines.

The identical issue, insofar as it alleged a violation of
the Scope Rule, was presented to the National Railroad Adjustment Board, Third
Division. In Award No. 16470, dated June 28, 1968, the Scope Rule violation
claim was denied.

Furthermore, it is our considered opinion that Award Nos. 2 and
19, are dispositive of the issues herein.

AWARD

The answer to Questions (1) and (2) is in the negative.


Murray M. Rohman
Neutral Member

Dated: Washington, D. C.
April 20, 1970