

PUBLIC LAW BOARD NO. 274

AWARD NO. 137
(Case No. 163)

SSW FILE 47-533-3

TRANSPORTATION-COMMUNICATION DIVISION, BRAC

VS

ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

STATEMENT OF CLAIM:

Claim of the General Committee of the Transportation-Communication Division, BRAC on the St. Louis Southwestern Railway Lines, that:

1. Carrier violated the Agreement between the parties when on December 16, 1966 employes not covered by the Agreement performed agency work at Carrollton, Texas.
2. Carrier shall now be required to compensate K. E. Dafft in the amount of a call (3 hours at the pro rata rate).

JURISDICTION:

This Board (Public Law Board No. 274) was established by agreement of the parties, executed October 7, 1969, as provided for in Public Law 89-456 (80 Stat. 208) and in compliance with Regulations promulgated by the National Mediation Board by authority of said statute (F.R. Doc. 6601245). The aforementioned agreement is incorporated herein by reference thereto.

OPINION OF BOARD:

This claim involves the signing of bills of lading covering trailers checked at Shipper Facilities for movement in substitute service to the nearest piggyback ramp at Dallas by Southwestern Transportation Company drivers. The Organization contends that the work of signing of these bills of lading belongs exclusively to the Claimant who was the agent at Carrollton, Texas, a one-man station. The rules and prior awards do not support the Organization in this contention. The Scope Rule, Article I of the Agreement, does not specify the exclusive right to sign the bills of lading by the Agent-Telegrapher. Therefore, in order to prevail, the Organization would have to prove exclusivity by custom, practice and tradition or a system wide basis. The record discloses that the practice for the past 10 years preceding this claim was otherwise. The signing of bills of lading for freight received in industries is an incidental part of the SWT drivers' work.

Also, it is noted that the employes had served a Section 6 notice on Carrier in a letter dated June 9, 1967, requesting the

existing Agreement be revised by adding "the signing of bills of lading" to the Scope Rule. No Agreement was ever reached on this particular proposed rule. The awards are numerous to the effect that the asking for a rule change is an indication that the party requesting such rule change is aware of the fact that it does not have the authority to do what the proposed rule change would let that party do. See Award 15488 (Zumas), 16993 (McGovern), and 15394 (Hamilton) and others. This claim will be denied.

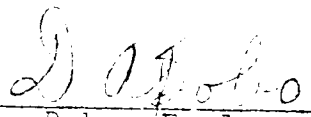
FINDINGS:

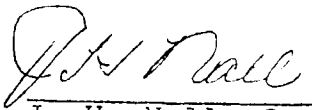
Public Law Board No. 274, upon the whole record and all the evidence, finds and holds:

1. That Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;
2. That this Board has jurisdiction over the dispute involved herein; and
3. That the Carrier did not violate the agreement.

AWARD: Claim denied.


Gene T. Ritter, Chairman


D. A. Bobo, Employee Member


J. H. Nall, Carrier Member