

Award No. 2449

Docket No. CL-2418

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Howard A. Johnson, Referee

PARTIES TO DISPUTE:

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

**GULF COAST LINES, INTERNATIONAL-GREAT NORTHERN
RAILROAD COMPANY, SAN ANTONIO, UVALDE & GULF
RAILROAD COMPANY, SUGARLAND RAILWAY COMPANY,
ASHERTON & GULF RAILWAY COMPANY**

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Clerks' Agreement when, effective November 6, 1942, it changed the method of handling diversions on perishable freight which resulted in the removal of work from the scope and operation of the Clerks' Agreement and the transfer of other work from one seniority district to another. Also

(b) Claim that the Carrier be required to restore all of the work to the seniority districts where it was originally performed.

EMPLOYES' STATEMENT OF FACTS: Prior to November 6, 1942, diversion orders, after being received by the Station Agents from the shippers, on all traffic moving from the Rio Grande Valley and Robstown-Corpus Christi Districts, were sent by telegraph to the Assistant General Superintendent of Transportation by the various Station Agents. The Assistant General Superintendent of Transportation then wired necessary instructions to connecting lines or other railroads for accomplishment of the diversion order. When the connecting line or other Railroad had accomplished the diversion it notified the Assistant General Superintendent of Transportation who, in turn, notified the Station Agent that the diversion had been accomplished.

The Freight Claim Department in passing upon claims, must have the diversion record, which, prior to November 6, 1942, was furnished by the Assistant General Superintendent of Transportation.

On November 3, 1942, all Station Agents in the Rio Grande Valley and Robstown-Corpus Christi Districts were instructed that, effective 12:01 A. M., November 6, certain changes would be made in the handling of diversion orders on perishable freight routed via the Missouri Pacific Railroad. These instructions provided that on all cars that had passed Houston, Texas, the diversion order would be wired to Agents of the Missouri Pacific Railroad at designated points and, or, to the American Refrigerator Transit Company at St. Louis, Mo., that the Agents would no longer send these diversion orders

1941-1942**season**

Head Diversion Clerk	8:00 A.M. to 5:00 P.M.
Steno to Diversion Clerk	8:00 A.M. to 5:00 P.M.
Night Asst. Transp. Clerk	4:00 P.M. to 12:00 M.N.

1942-1943**season**

Head Diversion Clerk	8:00 A.M. to 5:00 P.M.
Steno to Diversion Clerk	8:00 A.M. to 5:00 P.M.
Night Asst. Trans. Clerk	4:00 P.M. to 12:00 M.N.
Steno to Night Asst. Trans. Clk.	4:00 P.M. to 12:00 M.N.

From this statement it will be noted that not only was there no reduction of force in the Houston Office, but one new position was added (effective September 1942).

It is the position of the Carrier, in view of the facts:

(1) It has improved its method for the purpose of expediting movement of shipments of perishable freight and saving time in effecting changes in destination of such shipments as required by the tariffs,

(2) It has not violated any rule in the Agreement,

(3) No employee has suffered any loss of time,

the Carrier is within its rights and the Board should dismiss the protest and contention of the employees and close this case.

The Board is respectfully petitioned to sustain the position of the Carrier.

OPINION OF BOARD: Prior to Nov. 6, 1942, each diversion order received from shippers by a station agent on these lines was telegraphed by him to the Carrier's Assistant General Superintendent of Transportation at Houston, Texas, who then forwarded the order to such other railroad line as might be necessary. Upon performing the diversion the foreign line then telegraphed the Assistant General Superintendent of Transportation, who forwarded the information to the originating agent.

Beginning as of that date it was provided, with reference only to perishable freight which had already passed Houston and was routed via the Missouri Pacific Railroad, that instead of telegraphing the Assistant General Superintendent of Transportation at Houston, the agent should telegraph the appropriate agent of the Missouri Pacific or the St. Louis office of the Missouri Pacific's associate, the American Refrigerator Transit Co., and that the originating agent would then receive telegraphic word of the performance, direct from the foreign line, instead of through the Houston Office. The record shows that the change was made in the interest of efficiency and to eliminate shippers' objections and claims arising from delays in making diversions by the former indirect method.

The claim is that by the change the work of notifying the foreign line was transferred from Seniority District No. 16, which includes the office of the Assistant General Superintendent of Transportation at Houston, to the various seniority districts in which the notifying agents are located, and that the work of notifying the originating agents of the completed diversions is transferred from that office in Seniority District No. 16 to foreign line employees not under the Agreement.

But it is apparent that in each instance the work of each office where the diversion is ordered and performed is exactly the same as before, except that the telegrams are sent direct instead of through the office of the Assistant General Superintendent of Transportation, and that the work of the latter office in forwarding the notifications is eliminated entirely. In each instance

the work of the agent or of the foreign line in that respect was the sending of a telegram directing a diversion or stating that it had been accomplished. A mere change in the name of the addressee did not constitute a change in the work and the only essential difference was the elimination of the middle man's work and not its transfer to others.

The Organization objects that the records of these particular diversions will no longer be kept at the Houston office and therefore that the work of supplying information in case of claims will no longer be necessary there. But the record shows that upon such claims the information is obtained from all agents and offices concerned. Accordingly, in that respect also the change involves merely the bonafide elimination of work of the Houston office, and not its transfer from one seniority district to another or from the scope of the Agreement to persons not covered by it.

The claims must therefore be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the carrier and the employes involved in this dispute are respectively carrier and employe 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 there has been no violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 2nd day of February, 1944.