

Award No. 9763
Docket No. CL-9453

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Joseph E. Fleming, Referee

PARTIES TO DISPUTE:

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

WABASH RAILROAD COMPANY

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

1. Carrier violated and continues to violate the Schedule for Clerks and Schedule for Freight Handlers, when it discontinued a position classified as Freight Handler at Kirksville Freight Station, effective December 22, 1955 and required the incumbent of a clerical position designated as Freight Clerk, assigned in the local office, to assume duties of freight handler, in addition to his assigned clerical duties.

2. C. O. Boley, the assigned freight handler who was furloughed by reason of his position being discontinued effective December 22, 1955, and duties of freight handler arbitrarily assigned to position of freight clerk, shall be compensated for eight (8) hours at straight time rate of the freight handler position, for each work day of the work week, Monday through Friday, subsequent to December 21, 1955, in accordance with claims submitted and which are a matter of record with the Carrier, less such compensation he may have received while working in an extra clerical capacity at Kirksville Station. This claim to continue in force and effect until the violation has been corrected.

3. I. R. Pierce, regularly assigned Freight Clerk at Kirksville Station and C. O. Boley, furloughed freight handler who was used to relieve Clerk Pierce while absent account vacation or other causes, shall be compensated for eight (8) hours at freight handler's hourly rate, in addition to daily clerical rate, for each day claims have been submitted and which are a matter of record with the Carrier. This claim to continue in force and effect until the violation is corrected.

JOINT STATEMENT OF FACTS: Effective with the close of business on December 21, 1955, the regular employment of a Trucker at Kirksville, Missouri, was discontinued, and thereafter the Freight Clerk was required to truck freight.

From June 5, 1953 until December 22, 1955, Mr. C. O. Boley had been regularly employed as trucker at Kirksville from 8:00 A. M. to 5:00 P. M., with one hour out for lunch, Monday through Friday.

Mr. I. R. Pierce was regularly assigned as Freight Clerk at Kirksville from 7:00 A. M. to 4:00 P. M., with one hour out for lunch, Monday through Friday.

houses * * * such as truckers * * * and such other employes in places named whose duties are in the handling of freight, * * *, and not covered by other schedules, * * *"

(Emphasis ours.)

Clerks are covered by the Schedule for Clerks, a schedule "other" than the Schedule for Freight Handlers and certainly may, within the terms of the Schedule for Freight Handlers, truck freight.

10. The Employes have recognized that clerks may be required to truck freight.

the claims set up in the Employes' Ex Parte Statement of Claim are without merit and should be denied.

The Carrier affirmatively states that the substance of all matters referred to herein has been the subject of correspondence or discussion in conference between the representatives of the parties hereto and made a part of the particular question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: At the close of business on December 21, 1955 the regular employment of a trucker at Kirksville was discontinued and thereafter the Freight Clerk was required to truck freight.

An examination of the record indicates that no trucker was hired from:

August 19, 1925 to November, 1936	Approximately 11 years
August 16, 1941 to July, 1944	Approximately 3 years
February, 1945 to October, 1946	Approximately 1½ years

The volume of work handled was analyzed by the Division's office. The result of this study indicated that the work could be performed by a smaller number of employes; that there was only two or three hours of trucker work per day, and that this work could be done by the other station employes.

There was a steady decline in the volume of business at Kirksville for several years. There was less than half the business in 1955 that there was in 1936.

The Carrier had the right to regulate its forces according to its needs and had the right to abolish the position of trucker at Kirksville. Therefore, the claim must 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 Employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois this 16th day of December, 1960.