

Award No. 9928
Docket No. CL-9853

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Lloyd H. Bailer, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

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

(a) The Carrier violated the Agreement when, at Atlanta, Georgia, Freight Transfer, it began requiring Freight Handlers holding Group 5 seniority to perform work belonging to and previously performed by Clerks holding Group 1 seniority.

(b) As a penalty, senior Check Clerk, Mr. L. A. Bradford (seniority date July 1, 1923) his substitutes or successors, shall be paid an additional minimum "call" of two hours at time and one-half each day a trap car with solid Atlanta freight is worked, beginning sixty (60) days prior to June 30, 1956, and continuing until the violation is corrected.

NOTE: Reparation due employees to be determined by joint check of Carrier's payroll and other records.

EMPLOYEES' STATEMENT OF FACTS: 1. Less-than-carload freight destined to, originating at or transferred from one car to another, is placed on the several tracks adjacent to the building occupied by the agent and the several General Offices in Atlanta, Georgia. The operation is known as the Madison Avenue Transfer. "Check Clerks" are in effect Gang Foremen, inasmuch as each "Check Clerk" (Seniority Group 1) has under his supervision a group of several "Freight Handlers" (Seniority Group 5). "Freight Handlers" are further classified as "Callers", "Stowers", "Loaders", etc. "Callers" receive a wage differential of 2.4c per hour above the Freight Handlers or "Truckers" rate.

Historically and ordinarily, when a car of less-than-carload freight is placed on one of the several tracks at Madison Avenue Transfer, it will be opened by a Check Clerk and the freight packages therein unloaded and transferred to another car (if not destined to Atlanta) or placed at a designated "spot" in the freight warehouse (if destined to an Atlanta consignee). The Check Clerk and his gang of Group 5 employees go into the car, the "Caller" calls out the name of the consignee on each package, the "Check Clerk" tells the Caller the "spot" number which the "Caller" then marks in crayon on the package of freight. Group 5 employees then truck or "float"

the platform. None of their duties were transferred to, required of, or performed by Group 5 station employees.

The claim is wholly unsupported by the terms of the agreement and should be denied. Carrier respectfully requests that the Board so rule.

All factual evidence submitted in support of carrier's submission is known to the employe representatives.

(EXHIBITS NOT REPRODUCED)

OPINION OF BOARD: The petitioner contends that effective shortly before the filing of this claim the Carrier instituted a revised procedure at the subject location wherein the checking of inbound Atlanta destined freight in solid or split-delivery cars was transferred from Group 1 check clerks to Group 5 callers. It is urged that this work is contractually reserved to employes in the Group 1 seniority group or district and that the transfer of said work to Group 5 employes is in violation of the controlling Agreement.

The record discloses that the Carrier introduced a revised procedure which effectively eliminated the checking of inbound freight in the cars involved although it has continued to have checking performed by Group 1 employes on all such freight leaving the warehouse for delivery to consignees. The disputed work assigned to the Group 5 callers consists of indicating the warehouse sections to which the freight is to be run by marking thereon the initials of the consignees, whose names appear on the freight. We do not construe this function to constitute checking as customarily or traditionally performed by Group 1 clerks. The Agreement does not bar the Carrier from eliminating a checking function if it so desires.

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 28th day of April 1961.