

Award No. 10554
Docket No. CL-10213

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION
(Supplemental)

Arthur Stark, Referee

PARTIES TO DISPUTE:

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

NEW YORK CENTRAL RAILROAD — SOUTHERN DISTRICT

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

1. Carrier violated the current Clerks' Agreement when it abolished two Section Stockmen positions at the Brightwood Storehouse, Indianapolis, Indiana, and delegated the duties of such positions to employees not covered by Clerks' Agreement, and

2. The affected employes, Messrs. L. F. Dayhoff, C. E. Koch, Lloyd Stewart, J. H. Keifer and S. R. White, shall be reimbursed for wage loss sustained from February 15th, 1937, until date the work is returned to the Storehouse employes covered by the Clerks' Agreement.

EMPLOYES' STATEMENT OF FACTS: Effective February 15, 1957, due to force reduction, the third trick and Relief Section Stockman's positions were abolished at Brightwood Storehouse, Indianapolis, Indiana, per bulletin dated February 13, 1957, reading as follows:

"Effective at the close of business Friday, February 15, the following positions will be abolished at this point:

1 Section Stockman (Third Trick) Rate \$1.981

1 Section Stockman (Relief) " 1.981

Those affected will exercise their rights in line with their schedule agreement.

s/ L. B. Moore
Storekeeper "

Claim as presented is without merit and must be denied. Carrier respectfully requests that your Board so hold.

Organization has been fully informed as to Carrier's position through correspondence and conferences on the property.

(Exhibits not reproduced.)

OPINION OF BOARD: In November, 1953 Brightwood (located at Indianapolis) was changed from a Locomotive Department maintenance point to a running repair point as a result of the change over from steam to diesel power. Maintenance forces were reduced from about 80 to 12 employees. Within a month, due to diminished requirements for maintaining stocks of parts, supplies and material, the Carrier abolished the second trick Section Stockman position. At the same time it made the storeroom key available to second trick locomotive Department forces for securing material and parts. This Stockman's functions of inventorying, ordering, receiving and storing parts and material were distributed among remaining Section Stockmen.

After Brightwood was converted to a running repair point, a gradual decrease in traffic ensued; this was accompanied by a reduction in Car Department Maintenance forces from about 70 men in 1953 to 35 in 1957. Storehouse forces, in February, 1957, included three Section Stockman: one on the first trick, one on the third, and one assigned to work on relief days (plus Monday first trick). Management, believing that by this time (February 15, 1957) Section Stockman duties had dwindled substantially, abolished the positions of third trick and relief Section Stockman, retaining only the first trick man, who was assigned Monday — Friday.

After February 15 the Storehouse was locked from 3:30 P. M. to 7:00 A. M., Friday through Monday; however, a key was given to the Engine House Foreman so that material could be withdrawn when necessary. If a Mechanical Department employee needs material during the hours or days on which the Storehouse is closed, he places a requisition for the material to be taken at the appropriate place and picks up the material. The first trick Section Stockman continues to perform all work incident to these requisitions, such as pricing, maintenance of stock books and ordering materials. In other words he still has responsibility for all clerical work connected with the Storehouse.

Following the February, 1957 elimination of two positions, affected Stockmen exercised their displacement rights and a series of moves ensued which, ultimately, resulted in the furlough of two men and wage reductions of others. The Brotherhood believes that the five men named in the claim were harmed by Managements' action and should be compensated for all wages lost. Carrier, aside from denying any contract violation, contends that the Brotherhood is in error as to four of the five Claimants, since they either worked in other departments or were recalled and worked intermittently in the Stores Department after February 1957.

The Brotherhood alleges that Management violated the Scope Rule by removing work embraced within the scope of the Agreement and assigning it to employees not subject to that Agreement. Rule 1 (Scope) provides, in relevant part:

"These rules shall govern the hours of service and working conditions of the following employes, subject to the exceptions noted below:

* * * * *

"(3) Laborers employed in and around stations, storehouses, and warehouses."

It is evident, from the record, that following February 15, 1957 none of the Section Stockman's major duties or responsibilities were transferred to employees outside the Clerks' Agreement. The first trick Section Stockman absorbed the functions of inventory, ordering, receiving, storing, and all necessary accounting and record keeping. (Filling out requisitions was never the Stockman's Job.)

The sole question to be determined here, then, is whether Management violated the Scope Rule by permitting Mechanical Department employes to secure materials or supplies, in the absence of third trick or relief Stockmen, during periods when these Stockmen had previously been employed. The evidence at hand, in our judgment, does not support the Brotherhood's claim in this regard:

1. After 1953 no Section Stockman was assigned to the Storeroom on second trick. Since the Engine House continued to operate on a seven day basis and some mechanics were assigned during that trick, it is fair to assume that some materials or supplies were withdrawn from the Storeroom. (Actually a storeroom key was made available for that very purpose.)

2. There is persuasive evidence that material stored outside the Storeroom has been secured by Mechanical Department men for many years, even when Section Stockman were on duty. While the Brotherhood entered a blanket denial of this fact, its specific objection indicates only that "in **many** cases it is necessary for the Section Stockman to accompany the mechanic to secure the material as such employes could not locate or identify the material" (emphasis added).

3. The time required to obtain materials from a shelf and hand them out by appears to be minimal. The evidence discloses that, during the month following February 16, 236 items were taken from the Storehouse. This is an average of 12 pieces a day.

Under all these circumstances, the claim will 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of April 1962.