

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

ATLANTIC COAST LINE RAILROAD

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

(a) The Carrier violated the Clerks' Agreement effective November 1, 1936, when it discontinued the checking of transfer freight by clerks and placed the duties and responsibilities of these Group 1 employees on lower rated Group 3 employees, and

(b) That this work be returned to Group 1 employees by bulletining the discontinued positions and all Group 1 employees affected be compensated for all monetary loss from January 5, 1942, until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: Prior to January 5, 1942 there was employed on the transfer at Waycross, Ga. a Foreman whose duty consisted of checking all men in, making up the gangs, assigning cars to be worked to different Check Clerks, make up the spot number for outgoing cars and generally supervise the work of all employees; the Truckers and Callers or Loaders being under direct supervision of the Check Clerks.

A number of Check Clerks were regularly assigned, their duties being to receive the waybills from the Foreman, go to the car of freight to be transferred, and with a gang of truckers and freight caller check all freight against the waybill as the caller called the consignee and destination to him, instruct the trucker the car spot number to which the freight was to be trucked and supervise the work of all truckers and the caller in his gang.

The caller's duty was to call the freight to the check clerk and load the trucks of the truckers. The truckers' duty consisted of carrying out instructions of the check clerk by trucking the freight to the proper spot numbered car and such other duties as instructed by the check clerk.

The rates of pay for the above named groups were; check clerk \$6.54 per day, freight caller \$3.92 per day and truckers \$3.76 per day.

Effective January 5, 1942 a number of check clerks positions were discontinued and gangs consisting only of caller and one or more truckers were made up and assigned to do the work formerly done by gangs consisting of check clerk, caller and one or more truckers as outlined in Exhibit 1 herewith submitted. This was accomplished by the Foreman preparing a loading chart using the waybills of each car as a guide, on which would be shown the destination of all freight in the car and spot number to which it was to be trucked. This loading chart was then given to the caller or tacked on the

by a check clerk the caller picks up the freight, loads it on the truck and is told by the check clerk to which car it should be moved which information is also given to the trucker and the freight is so handled. In the case of the non-check clerk gangs, a clerk in the office prepares a chart showing the car to which the out-bound freight should be moved which is handed to the caller and from this chart the freight is unloaded from the in-bound car and moved to the out-bound car in exactly the same manner as the gangs to which a check clerk is assigned. Whether a Group 1 check clerk advises a caller to which car a shipment should be moved or whether a Group 1 office clerk advises a caller to which car a shipment should be moved is one and the same thing there being absolutely no difference in so far as the clerical work is concerned, other than in one case the instructions are verbal and in the other they are written.

The work of checking certain freight and making record thereof has been discontinued entirely and this is admitted. It is not being performed by Group 1 employees or any other employees for the reason that we have found it unnecessary to check certain freight or make record thereof.

This Board in many instances has stated that work may not be moved out from under one group of employees and placed under another group of employees in order to obtain an economic advantage but it has also stated that when work is abolished and it no longer exists that the employees have no claim to positions formerly handling such work and that is exactly the condition existing at Waycross, in that certain work formerly performed by Group 1 clerical employees no longer exists, therefore, certain Group 1 positions were discontinued.

The Carrier submits that it has not and is not violating the Clerks' Agreement as claimed by the Clerks and has not placed any duties or responsibilities on the lower rated Group 3 employees that were formerly performed by higher rated Group 1 employees.

There is no merit in this claim and it should be denied.

The respondent reserves the right if and when it is furnished with the ex parte petition filed by the petitioner in this case, which it has not seen, to make such further answer and defense as it may deem necessary and proper in relation to all allegations and claims as may have been advanced by the petitioner in such petition, and which have not been answered in this, its initial answer.

OPINION OF BOARD: The claim is that the Carrier violated the Agreement when it "discontinued the checking of transfer freight by clerks and placed the duties and responsibilities" of the check clerks on lower rated employees.

The record shows that prior to Jan. 1, 1942, all less than carload freight billed for transfer at the Waycross Transfer was checked regardless of origin and final destination; that checking is still done at that point by check clerks except in the case of shipments both originating at and destined to points on the Carrier's lines. The change was made because the Carrier had checks on such shipments at the points of both origin and destination, which it did not have on shipments originating upon or destined to points on foreign lines.

There is no question that when work is abolished the Carrier is not required to continue positions whose work no longer exists; however, the Organization contends that, although there is a foreman to supervise all the employees on the transfer platform during each shift, each check clerk, in addition to checking the shipments, also supervised his gang consisting of one caller and one or more truckers, and that this work of supervising the gang has now been assigned to the caller.

However, the record shows that the caller picks up the freight and loads it on a truck; the trucker then takes it to the outbound car to be loaded. The

only appreciable difference between gangs with and without check clerks is that in the former the check clerk has the waybills from which he tells the caller and truckers the car to which the shipment should be taken, whereas if there is no check clerk the waybills are kept in the office where a clerk prepares the loading chart for each inbound car showing the destination of the various shipments contained in the car, and the cars to which they must be transferred. According to the Employees' Statement of Facts, "this loading chart was then given to the caller or tacked on the inside of the car to be worked." It was thus available as a guide to both the caller and the truckers.

Neither the check clerk nor the caller supervises the truckers to see that the freight is taken to the right car, which is the work of the foreman. The check clerk's mere act of telling the caller and truckers to which car the shipments should be taken is not properly called supervision, any more than in other instances in which an employe passes information or instructions on to another in line of duty; and where there is no check clerk, that information is given the caller and truckers by a clerk in the office by means of the loading chart. There is merely a transmission of information to the Group 3 employes by Group 1 employes, either orally or in writing, and if the caller reads and repeats it to the truckers that act cannot be called supervision.

Therefore, it is our conclusion that the Carrier has not violated the rules of the Agreement and 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 there has been no violation of the Agreement.

AWARD

Claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 17th day of December, 1943.