

Award No. 5391
Docket No. CL-5381

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Alex Elson, Referee.

PARTIES TO DISPUTE:

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

ERIE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated the rules of the Clerk's Agreement at Meadville, Pennsylvania.

1. When effective July 6, 1949 it abolished the Second and Third Trick Stockkeepers positions at the Roundhouse Storeroom and concurrent therewith assigned the Stockkeepers' work to Mechanical Department employes, not covered by the Clerks' Agreement, who were furnished with a key in order to have access to the Storeroom to remove material and supplies therefrom and,

2. That the positions of Stockkeeper on the second and third tricks respectively as they existed prior to July 6, 1949, be reinstated and that the regular assigned occupants thereof as of that date, namely W. Pruskowski and L. L. Vaughn be returned thereto and compensated for all wage loss sustained resulting from their irregular removal therefrom on July 6, 1949, and that all other employes affected by Mr. Pruskowski and Mr. Vaughn's displacement from the positions of Stockkeeper, second and third tricks respectively, on July 6, 1949 be compensated for wage loss sustained by them retroactive to July 6, 1949. File 905.)

EMPLOYEES' STATEMENT OF FACTS: Prior to July 6, 1949 there was regularly employed three Stockkeepers at the Meadville Roundhouse Storehouse, one on each trick covering the twenty-four hour period. The duties assigned to each of these positions are generally as follows:—

"Duties consist of full knowledge of handling and accounting of materials and supplies, including inventorying, entering, receipting, balancing, Stock books, pricing and extending 1410 orders and any other stockkeeper duties that may be assigned."

duties include the securing and disbursing of the material and supplies from bins, racks and other storage facilities.

On June 30, 1949, Carrier issued Bulletin 238, abolishing some 27 positions including the second and third trick Stockkeeper Counter jobs at the Roundhouse. (Employes' Exhibit A.)

A sustaining award would be contrary to Agreement Rules and would impose a severe penalty against the Carrier by requiring it to keep unneeded workers, the attendant expense and economical waste.

The Carrier submits that the claim herein involved is not supported by the applicable Agreement and is, therefore without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Violation of the scope rule of the Agreement of the parties is charged by petitioner. On July 6, 1949, Carrier abolished the positions of second and third trick stockkeepers at its Roundhouse Storehouse at Meadville, Pennsylvania. The roundhouse provided running repairs to steam locomotives. The positions were abolished according to the carrier because the change over from steam locomotives to diesels made unnecessary continuance of a large force at the roundhouse. The positions abolished were in a small auxiliary storehouse. When one of the positions was abolished on April 24, 1940, the duties were listed as follows:

"Duties consist of full knowledge of materials and supplies, including inventorying, entering, receiving, and balancing stock books, pricing and extending 1410 orders, and any other stockkeeper duties that may be assigned."

Material needed by the mechanical force and others was available within and outside the storehouse. All accounting or record work was done by clerical employes in all instances, except that both before and after the abolition of the position in question, the foreman or any employe needing material reported its use on forms 1410 and 1410B. The mechanical employes both before and after July 6, 1949, obtained the materials needed without coming to the stockkeeper when the material was located outside the storeroom, except to deposit with him the form in question. After July 6, 1949, instead of obtaining the materials located in the storehouse from the stockkeeper, keys to the stockhouse were given to the roundhouse foreman on the second and third shifts, and the mechanics obtained the materials therein in the same way as they obtained materials outside the storeroom. No record work is performed by the mechanics. All record work incidental to the disbursement of the material needed such as pricing, maintenance of stock books, ordering materials, etc., has since July 6, 1949, been performed by the first trick stockkeeper. The Carrier estimates that only 20 minutes a day is taken by mechanical employes in obtaining the materials in the storeroom.

There is no question that under the scope rule of the agreement as interpreted in numerous awards by this division, if work within the agreement remains to be done after the positions were abolished which was not assigned to other employes within the agreement but instead was assigned to employes outside the agreement, there would be a violation of the agreement.

The only issue is whether the procurement of materials from the storehouse by mechanics under the specific circumstances of this case is work within the agreement. We have carefully considered the record in this case and the awards cited by petitioner. In our opinion the work in question is not work within the agreement, and the claim, therefore, cannot be sustained.

This award is limited to the particular facts of this case.

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 Employees involved in this dispute are respectively Carrier and Employees 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: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 11th day of July, 1951.