

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**

RAILWAY EXPRESS AGENCY, INC.

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

(a) The agreement governing hours of service and working conditions between Railway Express Agency, Inc. and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, effective September 1, 1949 was violated in the old Colorado Train Service Employees' Seniority District when work belonging within that district was arbitrarily transferred to the Nebraska-Wyoming Train Service Employees' Seniority District without prior conference and agreement;

(b) The work shall now be returned to the old Colorado Seniority District and all employees adversely affected compensated for salary and earnings loss sustained retroactive to and including January 28, 1954; and

(c) Carrier shall be required to make a joint check to determine the number of round trips involved on CB&Q trains 14 and 7 McCook-Omaha and return including the available Train Service Employee or Employees to cover each round trip during the period in question.

EMPLOYEES' STATEMENT OF FACTS: Effective January 2, 1949 the pool of nine messenger positions designed to operate on Chicago, Burlington and Quincy Railroad trains 6 and 39-40 and 3, Denver, Colorado-Omaha, Nebraska Route, was re-arranged and a schedule of runs notice issued to provide for a pool of nine messenger positions assigned to operate on CB&Q trains 6 and 39-40 and 7, Denver-Omaha Route. Copy of the Schedule referred to dated January 11, 1949 is hereto attached. (Exhibit A.) Due to the all but a total loss of passenger traffic and the diminution of less-car-load freight traffic, the pool of four messenger positions assigned to operate on local CB&Q trains 15/5-22/12 (train numbered 15 renumbered 5 at Lincoln and Train 22 renumbered 12 at Lincoln), Omaha-McCook, Nebraska Route, was likewise re-arranged and re-bulletined, January 2, 1949, to provide for a pool of three messenger positions assigned to operate on CB&Q trains 7 and 22/14 (train 22 renumbered 14 at Lincoln), Omaha-McCook, for handling the re-

old Colorado District was transferred to the Southern Nebraska-Iowa Division. No transfer of jurisdiction of any runs occurred here. The jurisdiction of the Denver-Omaha and Denver-McCook runs continues to be retained by the Superintendent of the Intermountain Division with headquarters at Denver. The Superintendent of the Nebraska-Wyoming Division with headquarters at Omaha continues to retain jurisdiction of the runs between McCook and Omaha. There was no change in seniority districts in the instant case. Both the Colorado and Nebraska Districts remained intact and neither the supervision nor the seniority rosters changed. Employees' contentions with respect to alleged violation of Rule 5—Seniority Districts—falls of its own weight. Established seniority districts have not been disturbed in any manner.

There was no transfer of work from one seniority district to another in the instant case. No rule of the Agreement was violated in the rearrangement of train service positions on Trains 6-19-14-7 on October 19, 1953. The claim in the instant case is entirely without merit under the facts, rules, and Award cited by Carrier and should be denied.

All evidence and data set forth have been considered by the parties in correspondence and in conference.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute arises out of Carrier's rearrangement of Messenger service on the C. B. & Q. Denver-Omaha route which resulted in the abolition of two Messenger positions in the Intermountain Division, otherwise known as old Colorado Train Service Employees' Seniority District. The Organization asserts the Carrier violated several provisions of the Agreement in taking this action but the principal contention is that work was transferred from employees holding seniority rights in the old Colorado Seniority District to employees with seniority in another district, and that such action was violative of the contract.

Prior to October 19, 1953, an Intermountain Messenger operated eastbound on Train 6 from Denver through McCook to Omaha. Another Intermountain Messenger operated on Train 14 from Denver to McCook where he transferred to Train 6 for the trip to Omaha. A Messenger in the Nebraska-Wyoming Division ran on Train 14 from McCook to Omaha. Going west, the Intermountain Messenger who had worked on Train 6 from Denver returned there from Omaha on Train 19. The Intermountain Messenger on Train 14/6 eastbound returned to Denver on Train 7. A Nebraska-Wyoming Messenger returned from Omaha to McCook also on Train 7. Thus eastbound McCook to Omaha there were two Intermountain Messengers on Train 6 and one Nebraska-Wyoming Messenger on Train 14. Westbound Omaha to McCook, there was one Intermountain Messenger on Train 19, while Train 7 carried an Intermountain Messenger and a Nebraska-Wyoming Messenger. The Intermountain Messenger handled through traffic while the Nebraska-Wyoming handled local traffic.

Effective October 19, 1953 the Carrier rearranged the service by abolishing the McCook Omaha run for the Messenger position that had operated Denver to Omaha on Trains 14/6. At the same time the westbound Omaha-McCook run of this position on Train 7 was discontinued, the through traffic that had been handled on this train being diverted to Train 19. This change in schedule was accomplished by rebulletining positions.

The Organization appears to contend the Carrier unilaterally rearranged seniority districts, but the facts of record do not support this assertion. Nor do we find any basis for the Organization's principal contention that the Carrier transferred work from the Intermountain Division to the Nebraska-Wyoming Division. The Carrier reduced the amount of Intermountain Messenger service assigned between McCook and Omaha, which it states was necessitated by a decline in business and therefore in the

volume of work to be performed. But there is no evidence in the record that any of the through-messenger work on this run was transferred to Nebraska-Wyoming Messengers. The latter continued to operate on the same trains as before.

The number of Intermountain Messengers on Train 6 from McCook to Omaha was reduced from two to one. But the facts do not show any diversion of work to the Nebraska-Wyoming Messenger on Train 14 from McCook to Omaha. Similarly, while the Intermountain Messenger service westbound on Train 7 from Omaha to McCook was discontinued, the remaining Nebraska-Wyoming Messenger on that train did not take over the through traffic work. That work was transferred to Train 19, where it was handled by an Intermountain Messenger. The Carrier's action here was expressly sanctioned by Rule 68. We find no violation of the Agreement.

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. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 11th day of July, 1957.