

Award No. 8692
Docket No. CL-8253

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**

THE PULLMAN COMPANY

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

1. That the Carrier violated the rules of the current clerks' Agreement when, on April 9, 1954, it abolished the position of Car Supplier on the Birmingham District Group 2 roster and transferred the work thereof to employees on other seniority rosters.

2. That the position be restored and the work returned to the roster from which removed.

3. That A. L. Anderson and all other employees adversely affected be compensated for any wage loss sustained as a result of the improper abolishment and transfer of work.

EMPLOYEES' STATEMENT OF FACTS: On March 24, 1954, Mr. H. R. Lary, Supervisor, Labor Relations, The Pullman Company, wrote the General Chairman as follows:

Mr. W. J. Hincks, General Chairman
Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees
Pullman System Board of Adjustment
Room 1010—54 W. Randolph Street
Chicago 1, Illinois

Dear Sir:

Because of a continued decrease in Pullman business out of Birmingham, it is necessary to effect a reorganization of our storeroom force at that point.

At present there are two lines; namely, Line 3418 Birmingham-Memphis, and a tri-weekly sleeper operation in Line 3202 Birmingham-

Finally, the Company has shown that the Awards of the National Railroad Adjustment Board, with particular reference to the Third Division, clearly set forth the right of a Company to adjust its forces in line with its volume of work and to determine the place where its work shall be done.

In view of the fact the Organization has been unable to show there has been any violation of the rules Agreement in the matter complained of, its claim is without merit and should be denied.

All data presented herein in support of the Company's position have heretofore been submitted in substance to the employe or his representative and made a part of this dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to the incident giving rise to this claim A. L. Anderson occupied a Car Supplier position on the Group 2 seniority roster at Birmingham, Alabama. Car suppliers perform in general the work of checking and stocking Pullman sleeping cars with linen and small supplies. On March 24, 1954 Carrier wrote the Organization as follows:

"Because of a continued decrease in Pullman business out of Birmingham, it is necessary to effect a reorganization of our store-room force at that point.

"At present there are two lines; namely, Line 3418 Birmingham-Memphis, and a tri-weekly sleeper operation in Line 3202 Birmingham-Louisville, on which linen is being exchanged at Birmingham. This exchange of linen represents little more than one hour's work per day, and we no longer feel justified in maintaining a Group 2 position at that point.

"This letter is therefore our notice to you that we shortly intend to have the cars in Lines 3418 and 3202 supplied at Memphis and Louisville, respectively, which action will result in abolishment of position of Car Supplier in Birmingham."

The indicated action was made effective as of April 9, 1954, at which time Claimant Anderson was furloughed. The work transferred to Memphis and Louisville thereafter was performed by Car Suppliers on the Group 2 seniority rosters at those locations. It appears that some car supplying work has continued to be performed at Birmingham, however. The evidence on this point is not entirely satisfactory—a condition that could have been avoided had the Organization accepted Carrier's offer to conduct a joint check of the work involved. Carrier concedes that following the abolishment of the subject position the Storekeeper at Birmingham, a Group 1 employe, was instructed to check the inspection report of all cars and to supply the necessary equipment where shortages were listed. It is also conceded that since April 9, 1954 supplemental clean linen has been placed on certain extra cars passing through Birmingham in connection with National Guard movements. Carrier further states that because Claimant Anderson indicated an unwillingness to return for short vacancies of 30 days or less, a car supplier was employed temporarily at Birmingham in 1955.

Group 1 and Group 2 positions at Birmingham are on separate seniority rosters. Separate seniority rosters also exist for Group 2 positions at Birmingham, Memphis and Louisville, as required by the Agreement. Thus the question

presented is whether the transfer of the involved work to different seniority rosters under the subject circumstances, with the consequent abolishment of the subject Car Supplier position, was violative of the Agreement.

While citing Scope Rule 1 and Seniority Rule 3 of the Agreement, the Organization relies primarily upon Rule 7 which provides for the establishment of seniority rosters, and which states in part: "... Seniority rosters shall remain in effect until changed by mutual agreement between Management and the General Chairman: . . ." In the Organization's view, this rule bars the Carrier from unilaterally transferring work from one seniority roster to other rosters, and from abolishing a position on a given roster as a consequence of such action. The Carrier denies any Agreement violation, contending that its action is of the type expressly provided for under Rule 26 (b).

Rule 26 is entitled "Transfer of Positions or Work". Paragraph (a) thereof states in part: "Employees may follow their positions when same are transferred from one seniority roster to another. . . ." The rights of employees under such conditions are thereafter set forth in further detail. Paragraph (b) of this Rule states:

"When the cumulative total of work transferred from one roster to another amounts to 4 or more hours per day, the transfer of an employee or employees affected thereby shall be determined in conference between the Management and the General Chairman."

Rule 26 (b) is a specific rule dealing with the transfer of work between seniority rosters. Rules 1, 3 and 7—upon which the Organization relies—are general rules. Thus Rule 26 (b) must be deemed as controlling with respect to transfer of work. That Rule contemplates that work amounting to a cumulative total of less than four hours per day may be transferred from one roster to another without negotiation between the parties. The work transferred from Birmingham to Memphis and Louisville in the subject instance amounted to little more than one hour per day. Thus the Organization's concurrence in this transfer was not required.

With respect to the checking and supplying of shortages by the Group 1 Storekeeper at Birmingham after the above-noted work transfer took place, we are of the opinion that no Agreement violation took place. We do not think a Storekeeper is contractually barred from performing the small amount of such work as is here involved. It also should be noted that this work, when combined with the work transferred to Memphis and Louisville, still amounted to substantially less than four hours per day.

The reassignment of work as above-described having been made without violating the Agreement, Carrier was entitled to abolish the Car Supplier position held by Claimant. It is apparent that this position had become very much a part-time job so far as the volume of work was concerned. Carrier has an obligation to operate as efficiently as possible so long as it does not violate the Agreement.

In the light of all the evidence in this case, we conclude that there is no contractual basis for the claim.

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 16th day of January, 1959.