

Award No. 11148

Docket No. CL-10845

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Martin I. Rose, Referee**

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**PARTIES TO DISPUTE:**

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

**ILLINOIS CENTRAL RAILROAD COMPANY**

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

(a) Carrier violated rules of the Clerks' Agreement at the Local Freight Station, East St. Louis, Illinois, when on January 21, 1958 it unilaterally assigned clerical work theretofore performed by Group 1 (Roster 1) employees to Group 3 (Roster 4) employees.

(b) The clerical work be returned to Group 1 (Roster 1) employees.

**EMPLOYEES' STATEMENT OF FACTS:** There are employed at the Local Freight Station, East St. Louis, Illinois, a force of employees who perform the work incidental to checking and handling Carrier's less carload business coming within the Scope Rule of its Agreement with the Employees effective June 23, 1922.

Carrier maintains facilities at its freight station, East St. Louis, Illinois, to unload and/or transfer its less carload merchandise shipments loaded into cars at various locations on its lines, which cars are destined to break bulk at East St. Louis.

Employees assigned to perform the duties incidental to the handling of the shipments here involved comprise two groups both of which are named in Rule 1 of the controlling agreement. Check Clerks are classified as Group 1 employees, Pickers and Truckers as Group 2 and their seniority rights are carried on Rosters No. 1 and No. 4 respectively.

Either a waybill or a freight bill accompanies each individual shipment moving in less than carload service. As each car contains many different kinds of shipments destined to various destinations it is necessary for the bills to accompany the shipments as the information shown thereon is used by the clerical employees in directing the movement of

mission of information to the Group 3 employees by Group 1 employees, 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."

On the basis of the foregoing, it is respectfully submitted that the Carrier has shown that there is no schedule basis for this claim and that, lacking schedule basis, it has no merit, and it should be denied, and the Carrier asks the Board to so hold.

All data in this submission have been presented to the Employees and made a part of the question in dispute.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This claim arose as a result of the Carrier's change in the method of handling LCL shipments effective January 21, 1958 at its East St. Louis, Illinois, freight station.

Prior to August 23, 1956, the Check Clerk stood inside or at the freight car door. As the Picker (or Caller) sorted and loaded the shipments on hand trucks, he called to the Check Clerk the consignee's name and address appearing on the shipment. The Check Clerk checked this information, the number of articles and destination for correctness against the freight bill which had been furnished him. By personal observation, he verified the accuracy of the Picker's reading of the information on the shipment and made a record of handling on the bill. As each Trucker moved a truckload of freight out of the car, the Check Clerk gave him a number corresponding with a number of another car or a location on the platform of the freight station. The Trucker delivered the freight there

Effective August 23, 1956, Carrier installed the Inter Communication Centralized Checking System. Under this system, three cars were worked at the same time. Three Pickers called the information over the "inter-com" to the Check Clerk who was housed in an office away from the unloading area. After checking the bills covering LCL shipments on the cars, the Check Clerk advised the Pickers over the "inter-com" the number to be given the Truckers for unloading.

On January 21, 1958, the Carrier again changed the procedure. Under the new procedure clerks prepare manifests from bills covering LCL shipments in each freight car. The manifest lists each consignee's name, destination, routing and spot number indicating the platform location or freight car to which the Trucker is to move each shipment, and is posted in the car to be unloaded where it can be seen by the Picker and Trucker. By comparing the name of the consignee and destination on the shipment with such information on the manifest, the Picker ascertains from the manifest the location or spot number to which the Trucker is to move the shipment.

The Employees contend that under this new system freight checking and the duties incidental to supervising the group of laborers assigned to unload freight have been transferred from the Check Clerk, a Group 1 employee, to the Picker, a Group 3 employee.

The record does not establish this contention. The facts show that initially the Picker read the appropriate information on each shipment in order to call it to the Check Clerk and the latter gave the Truckers or laborers the information or instructions as to the place or car where the freight should be unloaded. Subsequently, such instructions were given to the Picker over the "inter-com" by the Check Clerk. Under the new system, the manifest sets forth the same kind of instructions and the Picker obtains them by comparing the consignee's name and destination on the shipment with such information on the manifest. In effect, these written instructions on the manifest which was prepared by Group 1 employees replace the oral instructions formerly given to the Picker over the "inter-com" by a Group 1 employee. Obtaining these instructions from the manifest and transmitting them cannot be regarded as checking freight or supervision.

In Award 2432 the Check Clerk told the Caller and Truckers the car to which the shipment was to be taken, and if there was no Check Clerk, a loading chart was given to the Caller or tacked on the inside of the car to be worked. The loading chart was prepared for each inbound car by clerks from the waybills and showed the destination of the various shipments in the car together with the cars to which the shipments were to be transferred. This Board held:

"The check clerk's mere act of telling the callers and the truckers to which car the shipments should be taken is not properly called supervision, any more than in other instances in which an employee passes information or instructions on to another in the 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 employees by Group 1 employees, either orally or in writing, and if the caller reads it and repeats it to the truckers that act cannot be called supervision."

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 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 14th day of February 1963.