

Award No. 12498
Docket No. CL-13930

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Benjamin H. Wolf, Referee

PARTIES TO DISPUTE:

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

CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5291) that:

(1) The Carrier violated the current Clerks' Agreement when it removed the work of compiling clerical records in connection with its "Piggy-Back" service from the position of Car Clerk at Evansville, Indiana and assigned the work to a contract drayman, Mr. Fentress, who is not covered by the parties' Agreement.

(2) The work of compiling clerical records in connection with "Piggy-Back" service at Evansville, Indiana shall be returned to employees coming under the scope of the clerical agreement.

(3) Mr. R. L. Hufnagel shall be allowed a "call" for each regular work day at the prevailing rate of his position of Car Clerk beginning on February 1, 1961 and continuing until the violation of the Agreement is corrected.

EMPLOYEES' STATEMENT OF FACTS: This case is a follow up of a dispute now before the Third Division, National Railroad Adjustment Board with Mr. Bayless Knodel as Claimant, docketed by the Board as CL-12125, and is necessitated due to change in Claimant and Carrier's refusal to agree to hold in abeyance pending the rendering of an Award in that case. Practically all facts and evidence presented in support of Claimant's position in Docket CL-12125 are applicable here.

From the time Piggy-Back service first started at Carrier's Wansford Yard located at Evansville, Indiana, the regular assigned position of Car Clerk at this yard handled all orders for trailer or "Piggy-Back" loading, was required to obtain all empty trailers to protect such loading, i.e., the loading of empties on hand, the ordering of empties from Chicago to protect prospective loading, or obtain empty trailers from designated trucking firms at Evansville to protect loadings. The foregoing necessitated the keeping of records by the Car Clerk of all inbound and outbound trailer movements, both loaded and

Obviously the railroad cannot entirely control the actions of a shipper and not infrequently shippers will call the president of the railroad on problems of service and car supply. When this happens the president does not direct the shipper to call someone else. Instead he handles the problem and either calls the shipper back, or has some other responsible person handle with the shipper. The important point is that the needs and wants of the shipper must be taken care of and we cannot shift him from pillar to post if we are to maintain his good will.

The record does not support the allegation that clerical work has been shifted from Carrier's station forces at Evansville to the piggyback contractor and a denial award is therefore required.

OPINION OF BOARD: This claim is a follow-up of the claim presented in Award 12497 (CL-12125) and is governed by the decision in that case.

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 Carrier did not violate the Agreement.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of May 1964.