

Award No. 13375
Docket No. CL-13502

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

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

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5198) that:

(a) The Carrier violated and continues to violate the Agreement when, effective September 15, 1960, it claimed to abolish all positions in the Stores Department, Chicago, Illinois, and began to require the work of unloading, loading and delivering material of employees not so covered.

(b) Claimants listed below shall now be additionally compensated at the pro rata rate of their respective classifications as follows:

Myron Sykes	131½ hours
John Gaston	138½ hours
W. S. Connor	49½ hours
B. Carr	40 hours
T. Jefferson	6 hours
W. C. Clark	169 hours

EMPLOYEES' STATEMENT OF FACTS:

1. Prior to September 16, 1960, the Carrier maintained at Chicago, Illinois, Stores facilities at Glenn Locomotive and Car Repair Shops and Brighton Coachyard Shop located some five miles apart. Materials were purchased locally and requisitioned from the General Storehouses at Bloomington, Illinois and Jackson, Tennessee. Employees covered by the Clerks' Agreement performed the work of ordering, receiving, unloading, storing, inventorying, record keeping, cataloguing and delivering all materials to the using departments. Practically all materials were received and unloaded at Glenn Shops and those needed at Brighton Park were moved by truck from Glenn to Brighton Park where a Section Stockman covered by the Agreement took

In conclusion, Carrier has shown that:

- (1) The claims represent a demand upon the Carrier to take the work of unloading, loading, and delivery of materials and supplies used by Mechanical Department employes, from shop crafts employes represented by System Federation No. 29, and shop laborers represented by the International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers—work which such employes have always performed in the past—and give it to storehouse laborers represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees. Employees represented by the various shop craft organizations and the International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers are involved, and should be given notice and afforded an opportunity to be heard before taking jurisdiction, or passing upon the merits of the claims.
- (2) The claims have no contractual basis.
- (3) Even during such time as a branch storehouse was maintained at Glenn and an auxiliary storehouse was maintained at Brighton Park, storehouse laborers did not have an exclusive right, contractually or otherwise, to the performance of work in connection with the loading or unloading of materials for use by other departments of the railroad.
- (4) The work of storehouse labor at Glenn and Brighton Park ceased to exist with the discontinuance of the branch storehouse at Glenn and the auxiliary storehouse at Brighton Park. The claims are devoid of merit, and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants involved herein are Group 3 employes holding seniority as laborers and were employed in and around storehouses. Prior to September 16, 1960, Carrier maintained at Chicago, Illinois, Stores' facilities at Glenn Locomotive and Car Repair Shop and at Brighton Park Coachyard Shop. Materials were purchased locally and requisitioned from general storehouses at Bloomington, Illinois. On September 15, 1960, Carrier discontinued the storehouses at Brighton Park and Glenn and abolished all the positions in the Stores Department at Chicago. Upon abolishment of Stores' positions, materials were charged out to the departments to which they would have been issued on receipt of requisitions. Mechanical Department Supervisors in charge of the shops at Glenn and Brighton Park were instructed that all future requisitions for materials for their use should be sent to Bloomington, Illinois, from whence material would be shipped to them direct. Claimants contend the Carrier in violation of Rule 65 of the Agreement began to require the work of unloading, loading and delivering material, all work previously done by these Group 3 employes, be performed by employes outside of their effective Agreement.

Carrier contends that whether or not storehouses are to be maintained is a responsibility of management determined by requirements of the service. Petitioner concedes the Carrier's right to effect a change in its "charge-out" procedure without consulting its employes, or their bargaining agent, but does charge that the conduct of the Carrier in abolishing these positions was not bona fide and was done to circumvent the Agreement.

Nothing contained in the Agreement prohibits the closing of these storehouses. Carrier has an inherent right to manage the affairs of the Company and to direct the performance of its employees subject only to any restriction placed upon that right by the collective Agreement with its employees.

Carrier further contends that the handling of materials, during the times when there is no Stores Department in operation, is the sole responsibility of Mechanical Dept. employees; that the replacing of coal-fired locomotives with diesel electric locomotives with a subsequent diminution of work led to the conclusion that the need for the branch storehouses at Glenn and Brighton Park no longer existed; that thereafter materials and supplies for use at Glenn and at Brighton Park were issued by the central storehouse at Bloomington or by other suppliers directly to the using department in the same manner as had always been customary in disbursing materials and supplies to points at which branch stores are not maintained; that all storehouse functions at Glenn and Brighton Park having been eliminated by the closing of storehouses at these points, all positions involved in the performance of storehouse functions were abolished.

Lastly, Carrier contends Petitioner has failed to establish by satisfactory proof that the type of work here involved was ever historically, traditionally or customarily performed exclusively by employees holding seniority under the Agreement effective November 1, 1950; that as a matter of fact laborers from the Mechanical Department have performed much of this work in the past.

From a reading of this record we must conclude that Claimants have failed to establish that, after the abolishment of the storehouses at Brighton Park and Glenn, any of their work remained or that any of their work was performed by laborers holding seniority outside of their Agreement; secondly, they have not satisfactorily established that the work they had performed prior to September 15, 1960, was exclusively performed by them nor that historically, traditionally or customarily they had an exclusive right to perform such work. A denial award is required.

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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.