

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Edward A. Lynch, Referee

PARTIES TO DISPUTE:**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES****SOO LINE RAILROAD COMPANY****STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-5715) that:

(1) The Carrier violated the current rules and working conditions Agreement, particularly Rules 1, 3, 5 and 6 when commencing January 7, 1964, and thereafter on certain dates, work of transferring LCL freight at Carrier's LCL freight facility at Fond du Lac, Wisconsin, work traditionally and historically to that date performed by Gross Brothers Trucking Company at their freight platform at Fond du Lac by Gross Brothers Trucking Company employees.

(2) Claimant, Warehouse Foreman Harold Sabel, shall be compensated for eight (8) hours' pay at the rate of Warehouse Foreman for: January 7, 8, 9, 10, 13, 17, 21, 22 and 23, 1964.

EMPLOYEES' STATEMENT OF FACTS: The Carrier maintains a less than carload freight facility at Fond du Lac, Wisconsin. LCL Freight was handled in and out of Fond du Lac, Wisconsin, for many years in railroad cars and all work incidental to the physical handling of LCL freight has traditionally and historically been performed by Carrier employes of this Craft and Class.

In more recent years the Soo Line Railroad has converted its LCL service to an over-the-road trailer operation. The Carrier has contracted with Gross Brothers Trucking Company, a common carrier, to move the Soo Line over-the-road trailers on Soo Line routes by the use of Gross Brothers tractors and drivers.

At the Carrier's Fond du Lac LCL facility, among other services, LCL freight shipments are transferred from Gross Brothers over-the-road trailers to Soo Line over-the-road trailers, when such shipments are routed Gross Brothers to Fond du Lac and Soo Line to destination. It is these shipments with which we are concerned.

Freight waybills are issued at the point at which the freight is picked up by the Gross Brothers Trucking Company with routings reading; Gross Brothers from point of origin to Fond du Lac and Soo Line Railroad to desti-

ments were made to interchange merchandise traffic at Stevens Point, Wisconsin; volume shipments (less than truck load — 10,000 pounds or more) either at Stevens Point or Fond du Lac, Wisconsin, and all full volume loads at Fond du Lac. Shipments originating on Gross Common Carrier, Inc., move on multiple form combination freight bill and waybill. Merchandise shipments originating at Soo Line stations are routed to Stevens Point, except full volume loads which are routed via Fond du Lac.

When this joint motor-rail service was first inaugurated the transfer from Gross Common Carrier to Soo substituted service trucks was made at the Gross Common Carrier terminal in Fond du Lac. Later, due to the lack of space at that terminal part of the transfer was made at the Soo freight house.

On the dates involved in this dispute, certain unidentified shipments were ostensibly transferred from Gross Common Carrier, Inc. trucks to Soo contracted trailers at the Gross Common Carrier's terminal without being physically handled by Soo Line freight house employes at Fond du Lac. The transferring complained of took place before the shipments came into the possession and control of the Soo Line, did not result in a reduction of any Soo Line freight house forces at Fond du Lac, and Claimant Sabel was worked and compensated for his services as a warehouse foreman for his full 8-hour assignment on each of the claim dates. Carrier's employes continue to handle all all-rail and part of the rail-truck lcl shipments at the Soo's freight house at Fond du Lac.

A copy of the rules and working conditions agreement between the Soo Line Railroad and the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes, effective August 1, 1955, as amended to date is on file with the Board and is made a part of this submission by reference.

OPINION OF BOARD: We have carefully examined the presentations of the Organization in the instant claim and find we have the same issue — the transfer of LCL freight at Carrier's Los Angeles freight station — that was before us in Docket No. CL-12743, Award No. 14366.

In the latter case, we denied the claim because the LCL shipments were in the uninterrupted custody of the trucking company there involved from the point of receipt to the point of delivery to the consignee; that therefore here was no "farming out" of the intermediate handling and checking.

Here, the transfer work subjected to claim took place before the shipments came into the possession and control of the Carrier.

For these reasons 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 Employes involved in this dispute are respectively Carrier and Employes 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 6th day of October 1966.