

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19273  
Docket Number CL-18103

William M. Edgett, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station Employees  
(  
(Kansas City Terminal Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6528)  
that:

(a) Carrier violated and continues to violate the Clerks' Agreement when effective June 12, 1967 it abolished the position of Claimant, Mr. J. D. Looney; and, on June 15, 1967 abolished the relief positions of Claimants, Mr. E. L. Vanderpool and Mr. C. N. Brown, Purchasing and Stores Department employes, and simultaneously required employes of other crafts, not covered by the Clerks' Agreement to perform the work previously assigned to claimants.

(b) Mr. J. D. Looney shall now be paid a day's pay at pro rata rate starting with June 13, 1967 and continuing each day, except Saturday and Sunday, until the violation is corrected.

(c) Mr. E. L. Vanderpool shall now be paid a day's pay at pro rata rate for June 17, 24, July 1, 8, 15, 22, 29, August 5 and 12, 1967, and continuing each Saturday until the violation is corrected.

(d) Mr. C. N. Brown shall now be paid a day's pay at pro rata rate for June 18, 25, July 2, 9, 16, 23, 30 August 6 and 13, 1967, and continuing each Sunday until the violation is corrected.

OPINION OF BOARD: Effective June 12, 1967, Carrier abolished the position of Counterman-Stockman-Deliveryman for the Storehouse located in the Mechanical Yard next to the Roundhouse. They also abolished the rest day relief assignments that performed the work of the abolished position on Saturday and Sunday. The duties of the assigned position were that of operating a tractor and trailer delivering supplies in the Coach Yard, Mechanical Yard and Roundhouse area. Such deliveries involved an area within 500 feet of the Storehouse. While the Counterman-Stockman-Deliveryman position was in existence, Mechanical Department employes received their supplies two ways; they either had the supplies delivered to them by the Counterman-Stockman-Deliveryman, or they went to the Storehouse to pick up the materials they needed. Following the abolishment of the Counterman-Stockman-Deliveryman position, it was necessary that Mechanical Department employes pick up all of their supplies at the Storehouse. The tractor-trailer used in the delivery of supplies was no longer used at all in the operation.

Petitioner claims that the discontinuance of the delivery violates the Clerks' Agreement. The record indicates that there has occurred a drastic decline in business, and a reduction in employes and work in the Coach Yard, Mechanical Yard and Roundhouse area. This decline in business eliminated the necessity of delivering supplies to Mechanical Department employes. Picking up of supplies at the Storehouse by employes of any craft for their own use has been a practice of long standing. It is uncontested that no other craft has been assigned the duty of delivering supplies; that they are merely picking up their own supplies. This, we do not believe, constitutes a violation of the Clerks' Agreement.

We will, therefore, deny the claim.

Third Party Notice as required by T.C.E.U. v U.P. (385 U.S. 157, 1966) was given to the Railway Employees' Department, AFL-CIO, thus meeting the Third Party procedural requirements.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: E. A. Killen  
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June 1972.