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SPECIAL BOARD OF ADJUSTMENT NO. 122

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY
THE LAKE ERIE AND EASTERN RAILROAD COMPANY

vs

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

AWARD NO. 6
CASE NO. 13

STATEMENT OF CLAIM:

Claim of Warehouse Foreman J. A. Walko for additional compensation account being required to perform Group 2 service at McKees Rocks Freight Station, March 9, 1954 and subsequent dates. Also, claim in behalf of Group 2 employees in Seniority District No. 32 who were adversely affected by the Carrier's action in violation of the Clerks' Agreement. (CL-214)

FINDINGS: The Board, upon the whole record and all the evidence, finds that:

The Carrier or Carriers and the employee or employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

The Carrier may properly abolish a position where, due to a decline in business, the volume of work remaining in a given classification has diminished to the point that only a small portion of the employee's time is required for the fulfillment thereof.

Only where it can be shown that the amount of Warehouseman work was sufficient to reasonably warrant a full time employee in that category can it be said that the apportionment of the remaining Warehouseman duties to the Warehouse Foreman and the Revision Clerk constitute a violation of the Seniority District and Group Divisions outlined in the Clerks' Agreement. That has not been established here. The assignment of freight handling to the Warehouse Foreman and the Revision Clerk was consistent with the respective job descriptions bulletined to apply to these positions.

It is the job itself, and not isolated segments embraced within its consist, that the Agreement relegates to a particular grouping, and to a separate seniority district. This demarcation prohibits the Carrier unilaterally shifting the job to some other group division or to some different Seniority District. As heretofore noted, we are not faced with that situation here.

AWARD: Claims denied.

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/s/ Harold M. Gilden
Harold M. Gilden, Neutral and Only
Member thereof

Pittsburgh, Pennsylvania
April 25, 1957.