

ORG. FILE 21-146
CARRIER FILE 140-263-10
NRAB FILE CL-8714

AWARD NO. 11
CASE NO. 11

SPECIAL BOARD OF ADJUSTMENT NO. 174

PARTIES The Brotherhood of Railway and Steamship Clerks,
 Freight Handlers, Express and Station Employees
TO

DISPUTE The Gulf, Colorado and Santa Fe Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
 that:

(1) Carrier violates the current Clerks' Agreement at the Freight Warehouse, Dallas, Texas, when it requires or permits parties not employees to separate, stow and load onto four-wheel "flats" lading brought to Carrier Warehouse for shipment out over its lines; and,

(2) All such work shall now be returned to the scope and operation of the Clerks' Agreement; and,

*(3) That the sum of eight (8) hours at Check Clerk rate of pay shall now be paid and equally divided among Check and/or Receiving Clerks adversely affected, for each day of violation, from date of violation on or about November 1, 1949, forward until violation is corrected; and,

*(4) That the sum of twenty-four (24) hours at Truckers rate of pay shall now be paid and equally divided to Truckers, Stowers and Breakers adversely affected for each day of violation, from date of violation on or about November 1, 1949, forward until violation is corrected,

*NOTE: To be determined by joint check of payrolls and other Carrier Records.

FINDINGS: Special Board of Adjustment No. 174, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

The Carrier's outbound warehouse at Dallas runs from north to south. To the west are two rail tracks which are used for outbound rail box car freight. To the east is a truck driveway which parallels the length of warehouse where the entire trucking operation is handled.

On the truck side of the warehouse there are 13 double doors, variously assigned: 5 of them for use by pick-up and delivery trucks bringing outbound l.c.l. freight to the warehouse; 5 of them for loading outbound road trailers; one of them equipped with an overhead crane for handling heavy shipments; and two of them for use by the Frisco Transportation Company.

The dispute centers upon the handling of l.c.l. outbound freight brought to the warehouse by pick-up and delivery trucks, which are unloaded by the truck drivers. The freight is then handled in the warehouse by stowers who are members of the Clerks' Organization.

The stower calls a check clerk who confirms each freight shipment and assigns a block number for each shipment. The stower accordingly tags each item of freight to indicate the road truck trailer or rail box car in which the shipment is destined to be forwarded. After all items of freight have been checked and tagged, a stower who does the trucking distributes the freight to the proper truck trailer or box car where another stower takes over. All of the employees in the warehouse covered by the Clerks' Agreement are classified as stowers whether they perform service as stowers, truckers, freight breakers, callers, freight handlers and so on.

There have been disputes between the parties for some years upon the question whether truck drivers have been performing stowers' work. In 1947, by way of settlement of some claims, the parties painted a line 15 feet from the truck side of the platform beyond which truck drivers were barred from trucking or handling any freight in the course of unloading. Shortly after this agreement was reached, the Carrier provided the truck drivers with four-wheel rubber-tired flats (2'10" wide and 5'9" long) upon which to unload freight from the tail gates of their trucks instead of unloading on the platform floor. As each flat is loaded it is shoved out of the way, instead of moving the trucks along the platform in order to confine the unloading within the 15-foot area.

The claim is two-fold: first, that the unloading of freight by truck drivers onto the four-wheel flats instead of onto the platform floor invades Clerks' rights; and second, that truck drivers have sorted and separated freight according to lading, destination and block number in the course of unloading onto the four-wheel flats.

First. The introduction of the four-wheel flat transferred no stowers' work to truck drivers. In effect the four-wheel flat is a movable platform and, when he unloads onto the four-wheel flat, the truck driver is performing no more and no different work than he performed when he unloaded onto the floor.

It is true that the introduction of the four-wheel flat has eliminated the stower's work of lifting freight off the platform floor onto a two-wheeled truck; and the same result would be achieved by unloading onto pallets or conveyor belts. But it is the mechanical device, not the truck driver, that has discontinued the stower's work of lifting unloaded freight off the platform floor. It is the Carrier's privilege to introduce such a mechanical device,

We are unable to conclude that the introduction of the four-wheel flat transferred any work to truck drivers or invaded Clerks' rights under the Agreement.

Second. The sole function of truck drivers is to unload. There would be a clear violation of the Clerks' Agreement if truck drivers engaged in any sorting or separating of freight in the course of unloading.

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The Organization's evidence consists of: general assertions that truck drivers separate, stow and load freight onto four-wheel flats according to lading, destination and block number; and also the statements (which are identical) of 8 stowers to the general effect that truck drivers "do separate when unloading their freight and put in four-wheel trucks according to destination and shipper." None of this evidence specifies the date or any detail of any of the alleged violations.

It is obvious that freight may find itself separated on four-wheel flats without any sorting at all as when a truck driver's entire load is picked up from one shipper for a single destination. The fact that a separation or sorting occurs solely by reason of unloading in the reverse order in which the truck was loaded is not proof that truck drivers are sorting and separating in the course of unloading.

The evidence of record does not support the claim that truck drivers engaged in any sorting or separating of freight in the course of unloading.

Third. The Carrier has challenged the technical validity of the claim upon various grounds: failure to name the claimants, want of specific dates of alleged violations and so on. In view of the conclusion we have reached on the merits, we find it unnecessary to express any opinion on these questions.

A W A R D

Claim denied.

/s/ Hubert Wyckoff
Chairman

I dissent:

/s/ A. D. Stafford
Carrier Member

/s/ J. D. Bearden
Employee Member

Dated at Chicago, Illinois December 19, 1958