

ORG. FILE 6-69
CARRIER FILE 140-326-24
NRAB FILE CL-7956

AWARD NO. 4
CASE NO. 4

SPECIAL BOARD OF ADJUSTMENT NO. 174

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

DISPUTE The Atchison, Topeka and Santa Fe Railway Company

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

(a) Carrier violated the scope and operation rules of the Clerks' Agreement beginning May 1, 1954, when it abolished Position No. 190, Store Foreman in charge of North Wichita Store and assigned the remaining work thereof to parties not covered by the Agreement; and,

(b) Former occupant of Position No. 190, Store Foreman North Wichita, Mr. V. H. Converse, shall be paid the difference between the Store Foreman's rate prevailing and rate of any position of lesser rate which he was forced to occupy in displacement after May 1, 1954; and,

(c) All other employees involved in or affected by said rules violation and displacement shall be compensated for such monetary losses resulting from Carrier's action of May 1, 1954, until violation is corrected.

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.

Prior to 1954 the Carrier maintained two storehouses at Wichita: a main storehouse at West Wichita and a sub-storehouse some 6 miles distant at North Wichita. For many years prior to the substitution of Diesel power for steam, it was necessary to maintain a substantial stock of materials at North Wichita for use by the Mechanical Department in servicing and repairing road and yard steam engines and also for car repairs.

The substitution of Diesel for steam service and the concentration of repairs to Diesels at centralized locations gradually eliminated the need for a substantial stock of materials at North Wichita which became largely confined to Car Department materials such as wheels, couplers, brake beams, draft gears, lubricants and so on. This resulted in a gradual decline in the number of Store Department employees at North Wichita until immediately prior to May 1, 1954 when only one clerk, a Store Foreman, was employed there.

At the time of its abolishment, the normal duties of the Store Foreman position at North Wichita were as follows:

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Item 1. Check stock and make orders	1'15"
Item 2. Assemble material for local shipment	30"
Item 3. Issue material to Mechanical Department employes	1'00"
Item 4. Make requisitions covering material issued	45"
Item 5. Unload incoming material from cars and load bad order material to cars, with assistance of Store Department employes from storehouse at West Wichita (once or twice a week)	<u>3'30"</u>
Total	7'00"

These duties have always in practice been performed by employes covered by the Clerks' Agreement.

Effective with the abolishment of the Store Foreman position, the materials at the North Wichita storehouse were charged out to the Mechanical Department as working stock to be used as needed and they ceased to be the responsibility of the Store Department upon delivery at North Wichita.

The translation of these materials from stores to working stock resulted in the elimination of Items 3 and 4.

The work embraced in Item 2 has been transferred to, and is being entirely performed by, Store Department employes at West Wichita who are covered by the Clerks' Agreement and who are in the same seniority district as North Wichita.

The work embraced in Item 5 is still being performed by Stores Department employes from storehouse at West Wichita (without the assistance now of the abolished position) except that Mechanical Department employes now sort and distribute materials so delivered at North Wichita and place them in bins, racks and containers.

The work embraced in Item 1 has been transferred to, and is being performed by, the Mechanical Department Foreman who checks stock and orders materials daily, sometimes by telephone and sometimes by memorandum given to the West Wichita Store Department Chauffeur when he is making deliveries to the North Wichita Store.

First. On well settled principles, when duties of a position diminish or are eliminated, the Carrier may abolish the position and transfer the remaining duties to those entitled under the scope rule of the Agreement.

Second. The evidence of record supports the conclusion that the duties of issuing materials to Mechanical Department employes and making requisitions therefor (Items 3 and 4) were in fact eliminated.

This elimination was accomplished, not by a mere bookkeeping device, but by the conversion of the North Wichita storehouse from a storehouse to a stock of working materials. Whereas before the conversion Mechanical Department employes could secure materials at North Wichita only upon the making of requisitions and issuance by Clerks, after the conversion Mechanical Department employes were at liberty to help themselves without the necessity of requisition, formal issuance or record-making.

There would not have been any such elimination, if the duties of the Store Foreman had been transferred to the Mechanical Department Foreman without any change in the former method of handling at North Wichita.

Third. The evidence of record supports the conclusion that the assembly of materials for local shipment (Item 2) and the making of deliveries and the loading and unloading of materials (Item 5) are being performed by those entitled under the Clerks' Agreement at West Wichita except for the sorting and distribution of materials into bins, racks and containers at North Wichita.

For the reasons stated in S.B.A. No. 174 Award 1, the sorting and distributing of materials into bins, racks and containers ceased to be exclusive Clerks' work when the North Wichita storehouse was converted into a stock of Mechanical Department working materials.

Fourth. The remaining item of checking stock and ordering materials (Item 1) has been transferred from the Clerks to the Mechanical Department Foreman.

The change in character at North Wichita from a storehouse to a stock of working materials effected a change in the function of checking and ordering. There is a difference between maintaining a balanced storehouse and gauging the day-to-day needs of a working force. In this view the checking and ordering of materials ceased to be exclusive Clerks' work when the North Wichita warehouse was converted into a stock of Mechanical Department working materials.

Fifth. The established past practice shown here is relevant and strong evidence of the intention of the parties with respect to the operation of storehouses; but evidence of the practice loses force when the conditions under which the practice was established changed and the storehouse in question was converted into a stock of working materials.

A W A R D

Claim denied.

/s/ Hubert Wyckoff
Chairman

A. D. Stafford
Carrier Member

/s/ J. D. Bearden
Employee Member

Dated at Chicago, Illinois December 16, 1958