

SPECIAL BOARD OF ADJUSEMENT No. 374

Brotherhood of Railway and Steamship Clerks, Freight Handlers,
Express and Station Employees.

and

The Pennsylvania Railroad Company

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly Rules 3-C-2 and 4-F-1, when it improperly abolished a position of Foreman, Symbol F-313, at the Freight Station, Toledo, Ohio, Lake Region, rest days Saturday and Sunday, rate of pay \$415.84 a month.

(b) The Claimant, C. B. Mills, the incumbent of Position F-313, prior to the date it was abolished should be allowed eight hours' pay a day at the Foreman's rate of pay, as a result, for May 16, 1956, and all subsequent dates until the violation is corrected. (Docket 160)"

FINDINGS:

The parties agree that the only difference between the bulletined duties of the Foreman position, Symbol No. F-313 which was abolished May 15, 1956 and the bulletined duties of the new clerical position FM-25-F, created and bulletined June 20, 1956, is that the responsibility to

"supervise the loading and unloading of freight on and to platform and unloading and loading of freight into and out of cars and any other duties requiring supervision",

which existed in the Foreman position was eliminated from the clerical position when bulletined June 20, 1956.

The Carrier states "all of the supervisory duties formerly performed by the Claimant were discontinued, as the platform force had, since the establishment of the Foreman's position, decreased to the point where only one Tallyman, two regular Truckers and two extra Truckers remained."

The Organization asserts Carrier violated Rules 3-C-2 and 4-F-1.

We will deny that Rule 3-C-2 was violated for the reason no violation is proved. Actually Organization's reply brief admits as much when it stated "the clerical duties required the greater portion of the claimant's time, and the same clerical duties as were performed by the incumbent of the Foreman's position were performed by the newly established clerical position."

With respect to a violation of Rule 4-F-1, Organization says what Carrier did was abolish the Foreman's position and immediately created a new (clerical) position at the same location at a lower rate of pay; that the two positions covered "relatively the same class of work."

The duties of the Foreman's position were in two categories: clerical and supervisory.

Carrier's action in assigning the clerical duties to employees covered by this agreement is not a violation thereof.

With respect to the supervisory duties of the Foreman position the Carrier states that the freight tonnage handled at this station averaged 6,677 tons per month in 1946. In 1956, when the Foreman's position was abolished it was averaging 892 tons per month.

In 1946, platform employees averaged 37 employees per month. On May 15, 1956 the platform force consisted of one Tallyman, two regular Truckers and two Extra Truckers.

Under these circumstances it is abundantly clear that the need for the Foreman's position no longer existed and in as much as the clerical duties of that position were assigned to other clerks, we must find Carrier's action did not violate the Agreement as charged.

AWARD:

Claim denied.

Signed this 12th day of December 1961.

/s/ Edward A. Lynch
E. A. Lynch, Chairman

/s/ A. E. Myles
A. E. Myles, Carrier Member

/s/ A. B. Seward
A. B. Seward, Employee
Member