

SPECIAL BOARD OF ADJUSTMENT 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 the Scope Rule and Rule 3-C-2, when it improperly abolished a regular position of Warehouseman, incumbent Columbus J. Piazza, located at the Freight Station, Union City, Pennsylvania, former Northern Division, effective December 1, 1953.

(b) The abolished position should be re-established in order to terminate this claim, and Columbus J. Piazza should be restored to his former status and allowed eight hours' pay a day, as a penalty, for December 1, 1953, and all subsequent dates until the violation is corrected.

(c) All other affected employees should be restored to their former status and be reimbursed for all monetary loss sustained. (Docket C-818)"

FINDINGS:

The claim here is that the Agreement was violated by the Carrier when it "improperly abolished a regular position of Warehouseman" at the Union City Freight Station. It is claimed the Scope Rule and Rule 3-C-2 were violated.

The Joint Statement of Agreed Upon Facts lists the bulletined duties of the Warehouseman job as follows:

- (a) Receive and deliver freight.
- (b) Assist in handling mail and baggage from Train 581.
- (c) Assist in janitor work at passenger station and duties pertinent to maintain warehouse.

The parties agree that in addition to the bulletined duties, the Warehouseman job also included the following:

- (d) Clean box cars, when necessary, for loading L.C.L. freight.
- (e) Prepare pouches for L.C.L. cars.
- (f) Pouch weigh bills.
- (g) Figure tonnage and make exception reports.

- (h) Janitor work at freight and passenger station
(partially covered in (c)).
- (i) Handle, load, stow and truck freight. (also
involves (a)).

The parties are also agreed that following the abolishment of the warehouseman position effective December 1, 1953 the duties of that position were assigned to Clerical Position Symbol F-123 with the exception of the janitor work at the passenger station ((c) and (h) above), "which work is now being performed by the clerk and the agent with the block operators doing what janitor work needs to be performed in that part of the passenger station occupied by them."

In the light of these agreed upon facts, we cannot find any agreement violation here despite Organizations voluminous presentations. It agreed to these statements of fact which show the duties of the warehouseman's position were assigned to other employees covered by the same agreement.

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