

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:

System Docket 275 - Lake Region Case 25451 - "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, when it required and permitted Victor Letzel, an employe of the Pennsylvania Truck Lines, Inc., to truck freight to and from motor trucks and trailers at the Freight Station, Akron, Ohio, Lake Region.

(b) The Claimant, Karl Eitner, should be allowed eight hours pay a day, as a penalty, retroactive ninety days from October 23, 1957, to July 23, 1957, and continuing until the violation is corrected.

(c) That any amount due the Claimant shall be determined by a joint check of the Carrier's records by representatives of the Carrier and the Brotherhood."

FINDINGS:

Here the Organization argues the principal issue "does not involve the trucking of freight by the drivers of Pennsylvania Truck Lines, Inc., and their helpers, but does involve the trucking of freight by a platform employee of the Truck Lines who is stationed on the platform as a Dispatcher, but who actually devotes a considerable portion of his time, each day, to trucking freight from the zones to the tailgates, and to and from the zones, trucks and trailers."

We are again concerned with Decision No. 209, as we were in Docket 11216.

That decision held, in part:

"The hearing disclosed that the secondary movement of the freight is performed not only by the drivers and helpers who operate the trucks but by some seven to ten employees of Pennsylvania Truck Line, Inc., who are stationed upon the platform. The work of these employees is in no material respect different from the work of railroad freight truckers. Their tasks are performed upon the premises of the Carrier. The movement of freight by the driver and helpers is merely incidental to their major task of loading their trucks and getting started upon their deliveries. The

platform employees however are performing work on railroad premises which is not incidental to some major task. Their replacement by members of the Brotherhood would not result in any uneconomical duplication of effort nor compel one set of employees to stand idly by awaiting the completion of the task by another group of workers. In short, the reasons supporting the conclusion with respect to drivers and helpers do not apply to the work of these employees. If the meaning of the term 'freight truckers' is not to be distorted, it must include trucking operations by such platform employees. x x x It follows therefore that x x x the claims concerning the work of the trucking company platform employees must be allowed." (Emphasis supplied)

The Joint Statement of Agreed Upon Facts states that "Victor Letzel, Dispatcher, employed by the Pennsylvania Truck Lines, is used to assist his truck drivers to move freight assigned zone to tailgate of truck."

His action in helping his truck drivers to move freight is not his primary task as a dispatcher.

Further, Decision 209 held, in effect, that trucking company employees may perform work in moving freight from the zones to the tailgate and thence to the trucks. This is a type of work and an area in which Clerks do not have any exclusive jurisdiction, hence a denial award is in order here.

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