

Award No. 6416
Docket No. CL-6231

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Donald F. McMahon, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that the Carrier violated the Rules of the Clerks' Agreement:

(a) When it abolished the position of Elevator Operator, Sacramento General Shops, and assigned the duties thereof to employees of other classes and crafts; and

(b) That the duties of operating this elevator for the Carrier at the Sacramento General Shops be restored to the scope and operation of the Clerks' Agreement.

EMPLOYEES' STATEMENT OF FACTS: In June of 1924 the Carrier installed an electric elevator in the Passenger Car Shop at their Sacramento General Shops. Position of Elevator Operator was advertised and assigned to an employee holding seniority on the Sacramento General Shops Clerical Roster. Position of Elevator Operator remained in effect until November 29, 1949, at which time position was abolished. Such abolishment was occasioned by the condemnation and abandonment of this elevator.

Under date of February 16, 1950, the Carrier completed the installation of a new elevator located in the same spot as the one installed in 1924. This elevator is used for the identical purpose of the one abandoned.

With the installation of this new elevator, the representative of our Organization immediately contacted the Carrier's representative, requesting that the work of operating this elevator be assigned to and performed by employees coming within the scope of our Agreement and holding seniority rights thereunder. Such verbal request was denied by the Carrier and formal claim was presented by the Organization under date of May 8, 1950, for the restoration of this work to the employees covered by the current Agreement Rules.

There is in effect Arbitration Award of January 1, 1927, which covers the wage agreements on this property and is commonly referred to as Form C-21 Final. Sheet No. 276 thereof is herewith attached as Employees' Exhibit "A". This wage agreement lists position of Elevator Operator, Sacramento General Shops, with final rate of \$3.20 per day. Records further reveal that in Mediation Agreement (Case A-1817) of February 28, 1945, that position of Elevator Operator, Motive Power and General Shops, Sacramento,

ing mechanical devices. The Opinion of this Board, which formed the basis of Award No. 3051, whereby a claim of this carrier's telegraphers was denied, included the following very significant statement:

"The installation and use of the reperforator machine by the carrier and the reduction of the work as a result thereof is not a taking of work from the scope of the agreement within the meaning of the awards cited by the organization. The installation of labor saving machines and devices cannot be construed as taking work from the scope of the agreement." (Underlining added).

In prosecuting this claim the petitioner is attempting to compel carrier to maintain an elevator operator position and keep an employe on that position despite the fact that the functions normally performed by an elevator operator do not exist.

We respectfully submit that there is nothing in the current agreement to support such a claim, and we ask that the same be denied.

CONCLUSION

All data herein submitted have been presented to the duly authorized representative of the petitioner and are made a part of the particular question in dispute.

(Exhibits not reproduced).

OPINION OF BOARD: The Organization is making claim against the Carrier, based on the abolishment of Elevator Operator position, and asserts the Carrier assigned the duties of such position to employes of other classes and crafts. That by such action of Carrier, the Organization requests this Board to restore the position under the Scope Rule, and have named Charles O. Woodson, Night Shop Clerk, as Claimant and beneficiary of the claim before us, and/or his successor, et al, until such time as Carrier restores the position to the Clerks' Organization and until such time as the alleged violation of the Agreement is discontinued by Carrier.

Briefly stated the facts are: In June 1924, and until November 29, 1949, Carrier had an electric elevator in Sacramento General Shops, and during such time, an operator was assigned to the position of Elevator Operator, under provisions of the Clerks' Agreement. On November 29, 1949, the elevator then used was condemned and its service discontinued. On the same date, November 29, 1949, Carrier under provisions of the Agreement abolished the position of Elevator Operator, when use of the elevator was discontinued. This action by Carrier was proper under the Agreement, and is not denied by the Organization. On February 16, 1950, Carrier completed the installation of a new elevator to replace the former elevator which had been condemned. With the new elevator in operation, Carrier did not employ an operator, and it is for this action on the part of Carrier that claim is made. It is also contended that when the new elevator was put in operation, Carrier assigned the duties of operation to persons not coming within the provisions of the Clerks' Agreement, thereby such action resulting in a continuous violation of the Agreement since February 16, 1950.

Carrier does not deny the condemnation and discontinuance of the old elevator, nor does it deny the operation and installation of the new elevator. Carrier does contend the new elevator displacing the condemned elevator is completely automatic, and requires no operator as alleged by the Organization, and therefore Carrier denies any violation of the current Agreement between the parties, the work being discontinued when the position was abolished.

The parties are in accord with the facts pertaining to the abolishment of the operator position at the time the elevator was condemned and its oper-

ation was discontinued. There is no disagreement over the provisions of the Agreement herein applicable. The only question for this Board to determine is whether or not, at the time the new elevator was put in operation by Carrier, such failure by Carrier to create a new position, and the refusal by Carrier to assign a clerk to the new position of Elevator Operator, was a violation of the Agreement.

The Scope Rule, Article I, Rule 1, section (2) provides for inclusion of elevator operators, and work of such class of positions definitely belongs to the Clerks' Organization. But here we have a situation where a new elevator is installed, and Carrier contends its operation is automatic, and does not require an operator, such as was necessary when the old elevator was in operation.

It is common knowledge that within the past few years, particularly since World War II, that many new devices have come into common use, all improvements, which have resulted in changing our way of life and improving working conditions to such an extent that production in all branches of industry has steadily increased to heights not thought possible a few years ago. We have in mind particularly in the railroad industry, the advent of radio and automatic telephones, used in yards to increase efficiency in operation of trains, in giving instructions for switching and making up of trains. These are only a few of the time and labor saving devices which have brought greater efficiency and safer operation to the railroads, and certainly have not resulted in diminishing the number of employees, but have brought about a demand for more employees to maintain and properly perform new duties resulting from the great increase in the volume of business made possible through the introduction of new methods and devices and adopted by the railroads for the purpose of improving the efficiency and successful management of all industry.

It is true the operation of an electric elevator requires someone to start it in motion, and by the same token it is necessary for a person or passenger to set in motion an automatic elevator, simply by pushing a button, indicating the floor the passenger desires the elevator to stop. Nothing is required of the passenger in opening doors, or gates, nor does the passenger have any control over the floor leveling of the elevator. This is all automatic and requires no training, no effort or judgment to bring about the desired result in the sense of operating the automatic elevator. It is noted in the record in this case the operator of the condemned and discontinued elevator was required to raise and lower the gates at the first level, also at each floor the operator was required to operate a switch controlling the elevator so that it would be stopped at the proper level at each floor. With the installation of the new automatic elevator this was eliminated and is performed by the automatic operation of the electric circuits and devices of the elevator itself, and requires no human effort or energy, other than the passenger must push the desired button to indicate his desired destination. This is all an element of improvement and progress in the ever increasing demands of industry to improve and maintain its standards of efficiency and service to its employees and to the public. The record in this docket shows without any denial that no employee has suffered any monetary loss as a result of the operation of the automatic elevator, since the former operator holding the position at the time of the abolishment of his position on November 29, 1943, was given by Carrier or by exercising his seniority rights, another position.

We cannot agree with the Employees' contention in this case, that since the installation of the automatic elevator, the work is in substance the same as previously required in operating the condemned elevator. Therefore the Board is of the opinion that the work allegedly being denied the members of the Organization, no longer exists and is now extinct, in so far as the work is performed by employees of other crafts or classes. The necessity for the employment by Carrier of employees to operate the automatic elevator do not exist, and the claim should be denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein, and

That the claim is without merit.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 20th day of November, 1953.