

Award No. 10495

Docket No. CL-9902

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Frank J. Dugan, Referee

PARTIES TO DISPUTE:

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

THE NORTHERN PACIFIC TERMINAL COMPANY OF OREGON

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

(1) The Carrier violated the rules of the Clerks' Agreement when it assigned or permitted parties outside the scope of the Clerks' Agreement to perform certain work assigned to and normally performed by the Stationmaster and Assistant Stationmasters.

(2) As a penalty for this violation the Carrier shall now pay G. T. Slingerland eight hours' pay at overtime rate for November 10, 1956, and each day thereafter up to and including March 21, 1957.

EMPLOYEES' STATEMENT OF FACTS: The Carrier's property includes the Union Station at Portland, Oregon, and eleven tracks which are used for passenger trains of railroads running in and out of Portland. These tracks, which run parallel to the station, are crossed by a wide hard surfaced platform with a high overhead roof, commonly called the high shed, which leads from the station and is used as a thorough-fare by passengers for access to the trains.

The Carrier's clerical forces include a seven-day Stationmaster position identified as Job No. 220 with assigned hours of 7:00 A. M. to 3:00 P. M., and two seven-day Assistant Stationmaster positions identified as Job No. 222 with assigned hours of 3:00 P. M. to 11:00 P. M. and Job No. 223 with assigned hours of 11:00 P. M. to 7:00 A. M.

Claimant G. T. Slingerland is regularly assigned to Assistant Stationmaster Job No. 222. His rate of pay as of the date of the instant claim was \$17.60 per day.

The duties of the Stationmaster and Assistant Stationmasters include giving signals to crews of incoming passenger trains to proceed across the high shed platform and to give the signal to bring them to a stop at the desired place in the yard.

was not the exclusive work of Clerks on this Carrier. It was not a violation of the agreement to require Machinist Helpers to continue to do the work while the treating plant was being rehabilitated for service after the fire. Controlling awards sustaining this view are: Awards 4827, 4889, 5702, 6409, Third Division. Award 1626, Second Division." (Emphasis ours).

CONCLUSION: Since the Carrier has clearly shown that the work here in dispute is not covered by the Scope Rule of the current agreement, therefore is not work belonging exclusively to employees covered thereby, but is incidental to the position of Stationmaster; that the giving of signals to approaching trains and/or engines is not work traditionally or customarily performed by employees covered by the current Clerks' Agreement, but is traditionally and customarily performed by switchmen and/or trainmen; that such work during the period of this claim and at the present time is performed by switch-tenders (switchmen) about 1200 feet away from the stationmaster who is doing the same kind of work at the high shed platform, thus clearly showing that the work is being performed at the same time by two different classes or crafts of employees; and that the claim for reparations is uncertain, deficient, incorrect, and improper; the only conclusion that can be drawn from this dispute is that the claim is wholly without foundation and merit and should be denied in its entirety.

The Carrier respectfully requests that such action be taken by this Honorable Board.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue in this case is whether the Carrier violated the Agreement when it permitted or required a pilot coming under the agreement between the Switchmen's Union and the Carrier to give signals to incoming passenger trains under a high shed platform at Portland, Oregon. The Organization claims that the giving of such signals was work belonging exclusively to the Station Master or the Assistant Station Masters. A claim was filed by the Organization on November 15, 1956 on behalf of the Claimant for overtime pay from November 10, 1956 until the violation was corrected.

The claim was denied on January 4, 1957 and the Organization requested and the Carrier acceded to a holding of a conference on the claim. At this conference the Carrier acceded to the Organization's contentions and assigned the disputed work to the Station Master or Assistant Station Master exclusively. Because of this action in correcting the violation the Organization now claims overtime pay from November 10, 1956 to the date of the Conference March 21, 1957 when the violation was corrected.

The Carrier has admitted that the work in dispute belongs exclusively to the Organization. In view of this fact the claim is sustained.

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 Agreement was violated.

AWARD

Claim sustained at the pro rata rate.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of March 1962.