

Award No. 12940

Docket No. CL-12628

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Louis Yagoda, 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 (GL-4914) that:

(a) Carrier violated and continues to violate the Rules of the Clerks' Agreement at Roseville, California, Store Department, when on June 8, 1959 and on dates thereafter it required and/or permitted employes, not covered by the Agreement, to handle and/or deliver wheels, axles, couplers, draft gears, brake beams, other types of heavy car parts, material and supplies from storage to approximate point of usage; and,

(b) That all handling and/or delivery of car parts, material and supplies herein involved, removed from the Scope and Operation of the Clerks' Agreement, be restored thereto; and,

(c) That Mr. Paul Hockabout, off duty and available for call between the hours of 3:00 P. M. and 11:00 P. M., shall be compensated eight (8) hours at the rate of time and one-half of position of Lift Truck Operator for June 28, 1959, and for each and every day and date thereafter until the violation is corrected; and,

(d) That Mr. James Hambel, off duty and available for call between the hours of 11:00 P. M. and 7:00 A. M., shall be compensated eight (8) hours at the rate of time and one-half of position of Lift Truck Operator for June 16, 1959, and for each and every day and date thereafter until the violation is corrected; and,

(e) That Mr. Howard Pickard, off duty and available for call between the hours of 7:00 A. M. and 3:00 P. M., shall be compensated eight (8) hours at the rate of time and one-half of position of Lift Truck Operator for June 16, 1959, and for each and every day and date thereafter until the violation is corrected.

EMPLOYES' STATEMENT OF FACTS: 1. There is in evidence an Agreement bearing effective date October 1, 1940, reprinted May 2, 1955, in-

of the controlling agreement. We do not think there is any substance to the claim. The supplies are now being delivered to the Mechanical Department in no less quantity than before. The only difference is in the points of delivery. There is no showing that Store Department employees have suffered any time loss because of this change.

There must be a point in time and place where control of the Store Department over supplies passes to the department which uses them. So long as a change in method of transferring such control, from the one department to another, does not deprive employees under the agreement from work falling within the scope of it they have no cause for complaint; and, under the facts presented in this case we think the Claimants have none. Support for this view may be found in Awards Nos. 2334 and 3216 of this Division."

If there is any difference in the methods used in that case, with respect to delivery of materials and supplies to the point of usage and those subject of this dispute, Carrier submits that it is not apparent. This is purely a case where Petitioner is returning to this Division an issue which has long since been settled in the hope that this Division will reverse its previous holding.

CONCLUSION

Carrier has conclusively shown herein the claim is unwarranted and totally lacking in merit, and if not dismissed for lack of proper notice to other interested parties, Carrier asks that it be denied.

OPINION OF BOARD: The claim arises from changes made by Carrier in the physical characteristics and mode of operation of its Car Repair Yard at Roseville, California in June 1959. This involved the concentration of repair functions to a roofed-over area about two car-lengths long. This area is equipped with embedded hydraulic jacks located at this end of the three half-mile-long tracks and with other specially designed equipment for expeditious removal of defective parts from cars and their replacement by new parts.

This so-called "one-spot car repair facility" permits work to be done at the same time on three cars under the same roof. Prior to the "one-spot car repair system," car repairs were made throughout the Car Repair Yard and materials necessary to make the repairs were located at various points throughout the Yard. These materials were transported to point of use by Stores Department employees. With the construction of the new Car Repair facilities, materials needed for car repairs were concentrated adjacent to the repair shed at or very close to the roofed-over area.

THE HANDLING OF WHEELS

In respect to the claims made concerning the denial to Claimants of work involved in the handling and transporting of wheels, the record does not sustain either Petitioner's essential position, nor all of the Carrier's defense. We are not persuaded that in explicit respect to handling the wheels the change from the old location of wheel tracks and Rip tracks at Jennings Rip involved a substantial physical reorganization, dictating a distribution of employees and assignments different from those which are now required in the one-spot facility. In both cases the wheel tracks were and now are adjacent to the Rip tracks; in both cases wheels had to be brought to the wheel tracks and

moved therefrom to the car being repaired and the bad-order wheels had to be moved back to the nearby wheel storage track and eventually to the wheel car.

The operation has been made more efficient by accomplishing movement of wheels directly from wheel car to storage tracks instead of in two movements as heretofore. But this appears to have benefited Stores Department employees rather than to have deprived them of work, inasmuch as the single operation is now done by Stores employees, whereas part of it was previously done by Mechanical Department forces at the Jennings Rip location.

At the same time, there has been no showing by Petitioner that the shifting of some tasks from Mechanical employees to Store employees and vice versa in the handling of wheels has been violative of Petitioner's Agreement rights or caused Claimants to be adversely affected. On the determinative and controlling question of past practices, there is no showing that the particular segments of work which have here been reshuffled have been exclusively the customary work of the Claimants. As we interpret the concept of exclusivity under a general Scope Rule such as this Agreement contains, the measurements of practice and custom cannot be focused on relatively small functional areas which have been and are as here, validly subject to a certain amount of overlapping and interchange within their overall job characteristics.

THE HANDLING OF OTHER ITEMS

When repairs were made at the old Jennings Rip facility, items such as brake beams, couplers, brake shoes and pipe fittings were unloaded from cars by Stores Department employees using a lift truck and then placed in storage areas as far away as 250 to 300 feet from the Rip tracks. As the material was required for repairs to a car, it was delivered from the storage area to the car by Stores Department employees using a lift truck or chore boy.

By use of the one-spot car facility, these parts are delivered by van or car to this point and there placed on concrete platforms at points quite close to the repair shed and repair tracks. As each item is required for repair to a car, it is moved from the nearby storage area directly to the car by Mechanical Department employees using lift truck or mobile crane.

Obviously, in the strictest literal sense, "deliveries," from an accumulation point to the car being repaired, which were formerly the work of Stores employees are now being made by Mechanical employees. But looking more closely at the facts, the Mechanical Department employee is not doing transporting in the same functional sense as the Stores employee formerly had. As part of a more efficient process, the management has arranged for these parts to be more immediately at hand for the Mechanical employee.

The transporting of the item immediately being put to use for the short distance from the accumulation point to the point of repair cannot reasonably be described as a usurpation of the work which had been done by Stores employees when they had moved these items the much greater distance from the storage area to the repair point. Under the new arrangement, these items may properly be regarded as having passed into the possession of the Mechanical employees within close contiguity to their work at the stockpile point, their work of repair properly encompassing the minimal and incidental transportation of each single item over a small area for specific immediate use.

We thus find that Stores employees' work has been eliminated, but it is the resultant of a physical change in the method of operation, rather than of the transfer of a static job from one group to another. It cannot be denied that having at hand ready stockpiles for immediate use of Mechanical employees is a valid and permissible management act in the interests of greater efficiency. One of the fruits of this change has been the elimination of the need for maintaining a central storage facility apart from the locale of actual shop operation and of the need to make transfers from such point to the shop over a substantial distance.

CONCLUSIONS

Carrier is entitled to all the benefits of this improvement in efficiency, —the saving of time, space and motion. We described one such situation in Award 9216 as follows:

"We think this record shows that when railroad car repair parts are placed in the sub-store, the Storekeeper has actually made delivery to the Mechanical Department. . . . From that time on, Mechanical Department employees and not Storehouse employees, were charged with all material taken out. Mechanical Department employees helped themselves to the material in the same manner they would have done had they requisitioned and maintained the material at the Division Store and shelved it in the Car Repair Shop for their use as needed. . . ."

We therefore did not sustain the Claimant.

In Award 3431, which involved the present parties and an issue also concerning the use of stockpiles at the points of utilization, we stated:

"There must be a point in time and place where control of the Store Department over supplies passes to the Department which uses them."

In the instant matter, a differentiation is argued from Award 3431, in that Petitioner contends that the telescoping of the supply function with the repair function has, in fact, deprived employees of work falling within the scope of their Agreement. The use of lift trucks and chore boys by Stores employees it is averred, has been supplanted by the use of the same mechanisms for the same purpose by Mechanical employees. But the change in the physical setup and in the nature of the handling and transportation operation, makes the present link between the shop site stockpiles and the repair job something quite different from the old link between a sequestered Stores building and storage pile on the one hand and the Jennings Rip repair tracks some distance away.

In short, Petitioner is not able to show that this work has been customarily and traditionally the exclusive assignment of Stores employees for the simple reason that this work did not exist before in quite this form. In general terms, however, it has not been shown by Petitioner that some within-shop short movement transportation tasks to the point of maintenance repair and installation activity had not in fact been performed by the operating mechanics, so that some overlapping of this stores and transporting function necessarily occurred. This extracts from Petitioner's position the vital element of exclusivity of past practice and causes its claim to fall.

It has also been called to our attention that in Award 3431 we noted:

“There is no showing that Store Department employes have suffered any time lost because of this change.”

Petitioner points out that in the instant situation the staff of Stores employes has now been reduced by six. But it is not possible to find from the record that the reduction is explicitly attributable to the transfer of the work from these employes to others, partly for the reason already given above,—i.e., the work now done cannot fairly be described as the work formerly done. Our decision, nevertheless, is not dependent on the question of whether employes were eliminated, but rather on whether work proven to be theirs exclusively by custom, tradition and history, has been transferred to others.

Carrier has pointed out that the total work force engaged in various operations in connection with the repairing of cars at the location here involved, has been reduced from 160 to 55 employes. Carrier quite readily admits that its purpose is erecting this facility and in reorganizing operations thereof, has been to reduce costs, including labor costs. We cannot find this to be a censurable purpose and have on the contrary, supported in many Awards the presumption that Carriers are under the obligation to operate their businesses in an efficient and economical manner, and have upheld them in so doing when their actions did not trespass upon the rights of employes granted in the respective agreements. We do not find that such trespass has been proven here.

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 Employes involved in this dispute are respectively Carrier and Employes 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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September, 1964.