

Award No. 13522
Docket No. CL13616

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Kieran P. O'Gallagher, Referee

PARTIES TO DISPUTE:

UNITED TRANSPORT SERVICE EMPLOYEES

SOUTH PACIFIC COMPANY (PACIFIC LINES)

STATEMENT OF CLAIM: The Southern Pacific Company violated and continues to violate the Scope of the Agreement between the Company and the United Transport Service Employees when said company abolished the regular assigned position of red cap, W. L. Dillard, employed at Sacramento, California, installed self-service luggage carts and assigned and permitted janitors, baggagemen and other employees not covered by the Agreement between the parties hereto, to perform the duties of red cap, W. L. Dillard.

We now ask Carrier to reassign the red cap duties covered by the agreement between the parties hereto, to the employee mentioned above, and reinstate said employee with all rights and privileges unimpaired and compensate claimant for any and all loss of wages as a result of Carrier's violative acts.

EMPLOYEES' STATEMENT OF FACTS: On March 1, 1961 the Southern Pacific Company installed self-service luggage carts, removed substantially all of the red cap duties from under the scope of the agreement, reduced the number of hours of assignment of red cap, W. L. Dillard from approximately seven hours per day to two hours per day, and assigned and permitted baggagemen and other excepted employeas not covered by the agreement between the parties hereto, to perform the duties of red cap, W. L. Dillard at Sacramento, California.

On April 4, 1961, claimant protested the action taken by carrier and submitted claim for all pay lost as a result of carrier's violation of the agreement.

On April 18, 1961, Mr. R. D. Spence, Superintendent, denied the claim in its entirety. (See Exhibit "A").

On May 1, 1961 Mr. D. McFarland, Union Representative, initiated conference to discuss the impending violations with Mr. R. D. Spence. (See Exhibit "B").

On May 3, 1961, claimant submitted another claim to Mr. Spence and requested an investigation. The investigation was held by Mr. Spence and on May 3, 1961, the Superintendent again denied said claim. (See Exhibit "C").

On May 24, 1961, claimant's appeal was made from the decision of Mr. R. D. Spence to Mr. G. L. Naylor, Assistant General Manager of Personnel,

held by a red cap porter senior to Claimant Furthermore, **that position was** not abolished at any time during the period involved in this case. As set forth in Carrier's Statement of Facts, Claimant **was the senior extra red cap porter at Sacramento, and no** question arose during the handling of this claim on Carrier's property contending **otherwise**. A review of Carrier's Exhibit "**K**" **shows** that Claimant did not suffer any loss of earnings **as** an extra red cap porter subsequent to the **time** self-service carts were **placed in use** at Sacramento. **As** shown in the exhibit, the hours worked by **Dillard** during the months November 1960 to March 1961, inclusive, are as follows:

	STRAIGHT TIME	OVERTIME
November 1960	93 hrs. 20 min.	8 hrs. 36 min.
December 1960	170 hrs. 55 min.	31 hrs.
January 1961	164 hrs. 26 min.	12 hrs. 05 min.
February 1961	126 hrs. 35 min.	3 hrs. 40 min.
March 1961	134 hrs. 30 min.	55 min.

The foregoing reveals that Claimant worked more **hours**, including overtime, in each month of January, February and March 1961, that he did in November 1960, a normal month **prior** to the installation of the self-service carts (December 1960 **is included** in the Exhibit; however, it cannot **be considered** a normal month account intensive holiday travel). It **is** noticed that **in** November 1960, Claimant only **worked** irregularly; in each of the **first** three months of 1961 Claimant was called and performed service **every** day for a greater total number of **hours worked**. **Carrier asserts** that in **view** of this, it cannot **be** construed that Claimant lost any work **as** an extra porter.

CONCLUSION

Carrier requests that the claim be dismissed, and if not, that it be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The record clearly shows that **as** a result of decrease **in** passenger business, and the **installation** of **self-service luggage carts** by the **Carrier** at Sacramento, California, **for use** by **the passengers**, **reductions** were made in the red cap force. We can find no merit in the contention of the Organization that the Carrier permitted janitors, baggagemen and other **employees** not covered by the Agreement between the parties to perform the **duties** of red cap W. L. Dillard, the claimant herein.

The claim **lacks** the merit for a sustaining award, and **must** be denied.

The Carrier has raised certain procedural objections for **our** consideration but **based on our decision on** the merits we find no necessity to pass on those objections.

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

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dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied,

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD **DIVISION**

ATTEST: S. H. **Schulz**
Executive Secretary

Dated at **Chicago, Illinois, this** 29th day of *April, 1966*.