



Award No. 15884
Docket No. CL-15907

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, 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-5817) that:

(a) The Southern Pacific Company violated the current Clerks' Agreement at West Oakland General Stores when it abolished position of Lumber Stacker Operator, rate \$2.6003 per hour, and concurrently therewith established position of Tractor Crane Operator in its stead covering relatively the same class of work but with a reduction in rate of pay to \$2.5503 per hour; and,

(b) The Southern Pacific Company shall now be required to allow employe Roland D. Patton, his substitutes and/or successors, if any, the difference in rate of pay between the involved positions November 19, 1962, and each date subsequent thereto until the rate formerly attached to the abolished position of Lumber Stacker Operator is applied to position of Tractor Crane Operator.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement bearing effective date October 1, 1940, reprinted May 2, 1955, including revisions (hereinafter referred to as the Agreement), between the Southern Pacific Company (Pacific Lines) (hereinafter referred to as the Carrier), and its employes represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (hereinafter referred to as the Employes), which Agreement is on file with this Board and by reference thereto is hereby made a part of this dispute.

On November 9, 1962, Mr. R. J. Balanesi, Assistant to General Storekeeper, West Oakland Stores, advertised for seniority choice a Tractor Crane Operator position, hours of service 8:00 A.M. to 12:00 Noon, 12:30 P.M. to 4:30 P.M., rest days Saturday and Sunday, rate of pay \$2.5503 per hour. The position was designated a "new position."

similar or identical in operation, capacity and description to the mobile crane acquired at West Oakland. The location, make of crane, preponderance of work for which used, and the rate of pay received by the operators is shown below:

Location	Main Use	Make of Crane	Operator	Rate Per Hour
Brooklyn	Wheels	Hughes-Keenan	Tractor Crane Opr.	\$2.5503
Sacramento	Track Material	Coles	Tractor Crane Opr.	\$2.5503
W. Oakland	Wheels	Austin-Western*	Tractor Crane Opr.	\$2.5503
Los Angeles	Car Material	Austin-Western	Tractor Crane Opr.	\$2.5503
Bakersfield	Wheels	Austin-Western	Tractor Crane Opr.	\$2.5503
Tucson	Wheels	Krane Kar	Tractor Crane Opr.	\$2.5503
El Paso	Wheels	Austin-Western	Lift Truck Operator	\$2.5503

* The mobile crane involved in this dispute.

6. By letter dated November 30, 1962 (Carrier's Exhibit A), Petitioner's Division Chairman submitted claim on behalf of claimant, "... his successors or substitutes if any ..." for the difference in hourly rate of \$2.5503 as paid him and hourly rate of \$2.6003 for Monday, November 19, 1962 "... and for each and every date subsequent thereto. ..." By letter dated December 19, 1962 (Carrier's Exhibit B), Carrier's Assistant to General Storekeeper denied the claim.

By letter dated January 23, 1963 (Carrier's Exhibit C), Petitioner's General Chairman appealed the claim to Carrier's Manager of Stores, and by letter dated April 22, 1963 (Carrier's Exhibit D), the latter denied the claim.

By letter dated May 8, 1963 (Carrier's Exhibit E), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, and by letter dated February 25, 1965 (Carrier's Exhibit F), the latter denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to November 19, 1962, at the Carrier's West Oakland, California, mounted wheel storage yard, new and used mounted wheels were moved from one location to another by means of a 6-ton fork lift truck. Distances traveled were as much as a quarter of a mile.

To eliminate the quarter-mile hauling of the mounted wheels, the Carrier centralized its mounted wheel operations and installed special tracks which permitted new and used wheels to be rolled directly to their destinations. While heavy equipment was still needed to lift the wheels onto the special track, this lifting could be done better by a 5-ton mobile crane than by a 6-ton fork lift truck. Accordingly, on November 18, 1962, at its West Oakland mounted wheel storage yard, the Carrier abolished the position of Lumber Stacker Operator (the name given to operators of the 6-ton fork lift truck), rate of pay \$2.6003 per hour, and created the new position of Tractor Crane Operator, rate of pay \$2.5503 per hour. The person who had held the abolished position bid in the new position.

The Employees contend that the work performed by the two positions was the same—moving mounted wheels—and that Rule 6 of the Agreement thereby prohibited the \$0.05 per hour reduction in pay.

Rule 6 of the Agreement provides:

"RULE 6. RATES

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for the purpose of reducing the rate of pay or evading the application of these rules." (Emphasis ours.)

The Carrier argues that the abolished position and the new position did not cover the same class of work. It relies upon the fact that among the negotiated wage categories for persons covered by the Agreement are two described as "Lift Truck Operators" and "Tractor Crane Operators." All operators of lift trucks receive the same pay, regardless of what they lift or where they work, and all operators of tractor cranes receive the same pay, again regardless of what they lift with their cranes or where they work. The Carrier contends that the parties, by their own negotiation, have agreed that the "class of work" is determined here by the class of heavy equipment operated, and not by the purpose to which the heavy equipment is applied.

The Board agrees with the Carrier's contentions, finds that the two positions did not cover the "same class of work", and denies the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 not violated.

AWARD

Claim denied.

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

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

Dated at Chicago, Illinois, this 27th day of October 1967.

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