

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20021  
Docket Number CL-18665

Melvin Rosenbloom, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,  
( Freight Handlers, Express and Station **Employees**  
PARTIES TO DISPUTE: (Southern Pacific Transportation Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (CL-6768)  
that:

(a) The Southern Pacific Company violated the current Clerks' Agreement at **Dunsmuir**, California, when on July 15, 1968, and subsequent dates, it deliberately used Guaranteed Extra Board Clerk Mrs. P. W. **Gilzean** on positions for which she was admittedly not qualified; and,

(b) The Southern Pacific Company shall now be required to make the following compensatory allowances.

1. E. Beck, GEB Clerk, eight (8) hours additional compensation at straight time rate each date July 15, 16, 17, **18** and 19, 1968, on Position No. 162, Crew Dispatcher, assigned hours 4:00 p.m. to **12 mn**, rate \$27.1489 per day, rest days Saturday and Sunday.
2. M.J. **Acosta**, GEB **Clerk**, **eight** (8) hours additional compensation at straight time **rate**, each date July 22, 23, 24, 25, 26, 30, 31 and August 1, 4, 5, 6, 7 and 8, 1968 on Position No. 176, Crew Dispatcher, assigned hours 4:00 p.m. to 12 **mn**, rate \$27.1489 **per day**, rest days Friday and Saturday, and eight (8) hours additional **compensation** each date August 10, 11, and 12, 1968 on Position No. 163, Crew Dispatcher, assigned hours 12 **mn** to 8:00 a.m. rate \$27.1489 per day rest days Wednesday and Thursday.
3. T. A. Barber, Engine Crew Dispatcher eight (8) hours at time and one-half rate, each date August 24, 25 and 26, 1968 on Position No. 163, Crew Dispatcher, assigned hours 12 **mn** to 8:00 a.m., rate \$27.1489 per day, rest days Wednesday and Thursday.
4. C. **U.** Taylor, Engine Crew Dispatcher eight (8) hours at time and one-half rate each date August 27, 30, 31 and September 1 and 2, 1968 on Position No. 163, Crew Dispatcher, assigned hours 12 **mn** to 8:00 a.m., rate \$27.1489 per day, rest days Wednesday and Thursday.

OPINION OF BOARD: Mrs. P. W. **Gilzean** was a Guaranteed Extra Board employee who performed service in the Carrier's crew dispatcher's office during relevant times. The genesis of the dispute herein **is** the issuance of the following instructions by **Carrier's Trainmaster:**

"Have this date given you copy of letter instructing Mrs. Gilzean that she is not to drive Company owned or leased vehicle after hours of darkness nor is she to perform outside functions after darkness.

Inasmuch **as** there are two regular assigned Crew Dispatchers on **all** shifts, with additional help at various other times, it must be understood that the **calling** of crews or the hauling of crews is not assigned to any specific Crew Dispatching job.

When Mrs. Gilzean **is** occupying a vacancy on either board for which she **is** qualified, the **other Crew** Dispatcher on duty will be required to drive Company **vehicle** and call crews during night time **hours**.

Mrs. **Gilzean** is to be **permitted** to stay in the Crew Dispatchers office and handle the inside work."

Claimants contend that **driving** at night for **the** purpose of calling or hauling **crews** is **an** integral and necessary element in the duties of a Crew Dispatcher. **They assert**, therefore, that if Gilzean had a disability which prevented her from **performing** those **duties** then she did not possess the **requisite** fitness or ability to merit her assignment to the job of Crew Dispatcher.

Claimants assert that outside calling duties have traditionally been performed by employees serving on the train board. Thus, they maintain, on the **occasions** that **Gilzean** served on the train board the more senior engine board employees were imposed upon to the extent that they were required to perform the outside work that Gilzean should have performed. This appears to be the principal complaint of **organization**. As noted above, the claim is expressed herein **as** an assertion that Gilzean **was** **unqualified** to perform the duties of Train Crew Dispatcher and Claimants **should have** been assigned in her stead. **There** is a most confusing inconsistency in the **position** of Claimants, however, in that they claim that they should have been assigned in lieu of Gilzean even during times that Gilzean served on the engine board. The strain of Claimants argument is that only the dispatcher on the train board is obligated to perform the outside work. It would appear then that it would follow that being able to perform the outside duties was not a requirement for service on the engine board.

The position of Carrier is no more clear or consistent than Claimants'. Essentially, Carrier maintains that engine board employees are not free of the responsibility to perform outside work. Indeed, the main thrust of Carrier's argument is that all Crew Dispatchers -- train board or engine board -- are required to **perform outside work**. What the Carrier does not satisfactorily explain is **how** it follows from the foregoing assertion that Gilzean was properly exempted from that requirement.

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**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

Claimants did not clearly establish the nature of the violation claimed or the relief requested and did not prove that Carrier violated the Agreement.

**A W A R D**

Claims denied,

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. W. Pauls  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of October, 1973.