

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 21491
Docket Number CL-21310

William G. Caples, Referee

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

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood,
GL-7917, that:

(a) The Southern Pacific Transportation Company violated the Agreement of April 20, 1966, effective May 1, 1966, Article III, Section 2 and Article IV, Section 1 and 3 thereof, when it failed and refused to grant separation allowance to Mr. F. G. Kramer pursuant to abolishment of his regularly assigned position and transfer of the work thereof to another Master Seniority Roster Region; and,

(b) The Southern Pacific Transportation Company shall now be required to allow Mr. F. G. Kramer the lump sum separation allowance as specifically set forth in Article IV, Sections 1 and 3, of the April 20, 1966 Agreement.

OPINION OF BOARD: On September 9, 1970, Carrier in accordance with the Agreement, issued a 90-day notice to the Organization stating Carrier's intent to abolish four clerical positions, 11, 13, 19 and 27, at its yard in Ashland, Oregon. The positions were abolished December 9, 1970. The Claimant was the regularly assigned incumbent of Position 13 at this time. By letter dated November 20, 1970, Claimant advised Carrier he was in possession of a letter of Carrier stating the job would be abolished December 9, 1970 and that Carrier:

"In taking off this position all weighing at Ashland has been eliminated, thereby taking my work from me and placing it in another district. In order to follow this work I would have to move to Roseville, Calif; I have decided against this.

I have 31 years of service and will be 62 at December 1970. I have decided to resign from the carrier service and accept a lump sum separation allowance as set forth in Article IV, section 3 of the Clerks' agreement, effective May 1, 1966."

The Carrier denied the original request and it has been appealed through the highest office of the Carrier authorized to hear such appeals and is before this Board.

The reason given in the denials was the Carrier determined it could do without most of the switching service performed at Ashland and did not need to continue the level of mechanical service needed with the switching service, specifically that weighing of cars at Ashland, which after December 9, 1970 was done on an automatic scale at Berg, was not a transfer of work "to an employee on another master seniority roster region but is being performed by electronic scale during normal train movement, consequently" is not considered "a transferral of work as contemplated under Article 4 of the April 20, 1966, Clerks' Agreement."

The three sets of facts are not in dispute: (1) Ashland is located in Master Seniority Roster Region No. 3 and Berg and Roseville are in Master Seniority Roster Region No. 2; (2) there had, prior to December 9, 1970, been a car-weighing function at Ashland accomplished with a conventional mechanical scale which weighed one car at a time. The procedure was the yard engine crew would switch one car onto the scale; the clerk would balance the scale, insert a scale ticket and activate a triggering device that would stamp the weight on the scale ticket which was subsequently glued to the waybill. The yard engine crew would then switch the car off the scale. Subsequent to December 9, 1970 the car-weighing function was accomplished at Berg by an electronic coupled-in-motion track scale which weighs cars automatically as the train passes over the scale in a continuous movement at a speed not to exceed 4 M.P.H. After the train passed over the scale, the Conductor removed a tape from the machine and placed it with the waybills for delivery to the yard office at Roseville. At Roseville a clerk took the weight of each car from the tape and transferred it to the proper waybill; (3) there are no employees at Berg and no additional positions were established at Roseville as a result of the changes aforesaid.

This is one of those very difficult cases which arise in an industrial society where there is a constant effort in reduction of costs to replace human effort, physical or mental, by means of mechanical or electronic devices. In the process, in dealings between unions and managements, agreements are made, as in the Agreement here being interpreted, to assure jobs and work jurisdictions are maintained where human effort is required and that neither are diluted.

Here the claim is made of a "transfer of work" from Claimant's "regularly assigned position **** to another Master Seniority Roster Region."

First we must examine whether "work" was transferred. **If** it was, the **Board** then need **explore** whether it was transferred to another Raster Seniority Roster **and** whether Claimant is entitled to a lump sum separation allowance.

It is the Claimant's burden to prove work assigned to him was transferred.

"Work", per se, is not defined in the **agreement, although it is** used in a variety of contexts for the clarification of certain rules in the agreement (See Rules **7,8,9, 13** and 14). The **Board** believes the usual dictionary definition or sense of "work" as an "activity **in** which one exerts strength or facilities to do or perform something" or "sustained physical or mental effort to overcome obstacles and achieve an objective or result" or "a specific task, duty or function **assignment**" is proper in the **interpretation of this** agreement.

There was not a transfer of work in the usual sense of the term. There was **a transfer** of aweighing **function from a mechanical to** an electronic device. This does **not** prima facie establish that it was either work or a transfer of work. The record &es not show Claimant made other or additional proof and thus has not established this fundamental basis to his claim. The Claim must therefore be denied. The Agreement was not violated.

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 overthedispute involvedherein; and

The Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A. W. Paulson*
Executive Secretary

Dated at Chicago, Illinois, this **15th** day of April 1977.