

Award No. 13522

Docket No. CL-13616

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Kieran P. O'Gallagher, Referee

PARTIES TO DISPUTE:

UNITED TRANSPORT SERVICE EMPLOYES

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 employees 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. 35 min.
December 1960	170 hrs. 55 min.	31 hrs.
January 1961	164 hrs. 25 min.	12 hrs. 05 min.
February 1961	125 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. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of April, 1965.