



Award No. 18582

Docket No. CL-18852

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYEES**

**UNION PACIFIC RAILROAD COMPANY
(South-Central District)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6817) that:

1. The Carrier violated the Clerks' Agreement when on May 10, 1969 they failed to call Tractor Operator H. K. Riley, Salt Lake City Baggage Room, to work mail and baggage from Train No. 104 from 7:30 A. M. to approximately 9:00 A. M. Claim will now be allowed Tractor Operator R. K. Riley for five (5) hours and twenty (20) minutes at the overtime rate of the position of Tractor Operator, \$25.172 per day.

2. The Carrier violated the Clerks' Agreement when on May 10, 1969 they failed to call regularly assigned relief man, A. F. Garcia, Salt Lake City Baggage Room, to work mail and baggage from Train No. 104 from 7:30 A. M. to approximately 9:00 A. M. Claim will now be allowed regularly assigned relief man A. F. Garcia for five (5) hours and twenty (20) minutes at the overtime rate of the position of Tractor Operator, \$25.172 per day.

3. The Carrier violated the Clerks' Agreement when on May 10, 1969 they failed to call Mailman E. M. Langton, Salt Lake City Baggage Room, to work mail and baggage from Train No. 104 from 7:30 A. M. to approximately 9:00 A. M. Claim will now be allowed Mailman E. M. Langton for five (5) hours and twenty (20) minutes at the overtime rate of the position of Mailman, \$25.431 per day.

EMPLOYEES' STATEMENT OF FACTS: Claimant, Mr. H. K. Riley, is employed by the Carrier at Salt Lake City, Utah, in the Baggage Room on the position of Tractor Operator, a position under the jurisdiction of the Brotherhood of Railway, Airline and Steamship Clerks, which he holds by virtue of his seniority date on Consolidated Station Clerks Roster 81-2, said date being October 28, 1942.

Claimant, Mr. A. F. Garcia, is employed by the Carrier at Salt Lake City, Utah, in the Baggage Room on the position of Relief Man, a position under

may, if the conditions justify, be compensated as if on continuous duty."

"RULE 41. 40-HOUR WEEK.

(1) **Work on Unassigned Days.** Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employe who will otherwise not have 40 hours of work that week; in all other cases by the regular employe."

(Exhibits not reproduced.)

OPINION OF BOARD: On the date of the claim, need arose at Carrier's baggage room in Salt Lake City, Utah, for assistance in the handling of mail and baggage at the Passenger Station due to the Union Pacific Golden Spike Centennial activities taking place, which included the operation of two special trains and regularly scheduled train No. 10.

The Claimants were regularly assigned to seven-day positions at the passenger station. The date involved was a rest day for Claimants.

The Carrier's freight station is in close proximity to the passenger station. Regularly assigned employes were called on their rest day to perform service principally related to freight house work. Two of such employes were instructed to assist forces in unloading mail from train No. 104 to assure that the train would not be delayed unnecessarily. The Petitioner contends that employes who were observing their rest day at the passenger station should have been called to perform the work at the passenger station. The Petitioner cites Rule 11 - Bulletining Positions, Rule 39 - Notified or Called, and Rule 41 (1) - Work on Unassigned Days.

The Carrier contends that employes at the Passenger Station do not have an exclusive right to all work at the Passenger Station; that employes at the Freight Station, on the same seniority roster, are frequently used to assist at the Passenger Station, and bulletins advertising positions at the Freight Station include duties of "handling mail at baggage room."

Based upon the entire record, the Board finds that the Petitioner has failed to prove a violation of the Agreement. Rules 11 and 39 were not violated, and Rule 41 (1) - Work on Unassigned Days, has no application to positions filled seven days per week. The claim will be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1971.