

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19288
Docket Number CL-18602

Thomas L. Hayes, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
PARTIES TO DISPUTE: (
(The Western Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6699)
that:

1. The Carrier violated the rules of the Clerks' Agreement when it removed the work of opening of car doors at the sugar dock at Oakland, California from employees covered by the Agreement and permitted and/or required this duty to be performed by employees outside the scope and operation of the Clerks' Agreement.

2. Floyd D. Hillyer, Checker, shall now be allowed a days pay at over-time rate on dates of September 24, 25, 26, 27, 28. October 1, 2, 3, 4, 5, 30, 31. November 1 and 2nd. 1968.

3. Jack M. Sorensen, checker, shall now be allowed overtime payment for the following dates:

<u>Hours Claimed</u>	<u>Dates</u>
1-1/2	September 6
5-1/2	September 14
2-1/2	September 17 & 18
6	September 20
6-1/2	September 19 & 21
6-1/2	October 8, 9, 10, 11, 12, 15, 17, 18, 19, 24, 25, 26, 29
2-1/2	October 22 & 23
2-1/2	November 5, 6, 12, 13, 19, 20, 26, 27
6-1/2	November 7, 8, 9, 14, 15, 16, 21, 22, 23, 29, 30
2-1/2	December 3, 4, 10, 11, 17, 18, 24
6-1/2	December 5, 6, 12, 19, 20, 21 of Year 1968
2-1/2	January 7, 8, 14, 15
6-1/2	January 2, 3, 4, 9, 10, 11, 16, 17 & 18

OPINION OF BOARD: The instant claim involves the work of opening car doors of sugar cars spotted on Carrier's tracks at the sugar warehouse at Oakland, California. The two positions involved in the dispute are a Checker-Janitor's position with assigned hours, 12 Midnight to 8:00 A.M., working under the Clerks' Agreement, and a Carman's position with the same assigned hours, working under the Carmens' Agreement. The primary duties assigned to the Checker-Janitor's position are lining and preparing for loading the cars spotted by the switch engine between 4:00 P.M. and 10:00 P.M. To perform this work prior to August 1968 he necessarily had to open the car doors. Prior to August 1968 the Carman on duty would inspect the cars, and any that required repairs were switched from the track and placed into the Yards where repairs were made by other Carmen.

In August 1968 this procedure was changed and the Carman assigned to the sugar track was instructed to make any necessary mechanical repairs that he was capable of performing without removing the cars from the sugar track. This change eliminated some switching. To make the inspection the Carman necessarily had to open the car doors. Because of this act, the Clerks' Organization is claiming that their work was transferred to Carmen. We think not. We think that the purpose of the Carmen in opening the car doors while the cars were spotted at the sugar track was for the purposes of making inspections and mechanical repairs.

We will, therefore, deny the claim.

Third Party Notice as required by T.C.E.U. v U.P. (385 U.S. 157, 1966) was given to the Brotherhood of Railway Carmen of the United States and Canada, thus meeting the Third Party procedural requirements.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: E.A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June 1972.