

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20021
Docket Number CL-18665

Melvin Rosenbloom, Referee

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

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-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.