

SPECIAL BOARD OF ADJUSTMENT NO. 173

Award No. 19
Case No. 26

PARTIES TO DISPUTE: Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

Union Pacific Railroad Company

STATEMENT OF CLAIM: "(a) That the Carrier violated the Rules of the Agreement on March 5, 1956, when it refused to permit Frank L. Cobb, regularly assigned as Loader, (Class Two position) at the Carrier's Albina Dock to operate elevator on overtime, and permitted John Duncan (Class One position) to operate the elevator on overtime basis, and continues the violation up to the present time.

"(b) That the Carrier shall compensate Frank L. Cobb for over-time worked by Foreman John Duncan, operating elevator as follows:

March 5th,	4 $\frac{1}{2}$ hrs.	May 30th,	4 $\frac{1}{2}$ hrs.	July 13th,	2 hrs.
March 24th,	5 "	May 31st,	5 "	July 22nd,	5 hrs.
April 5th,	2 "	June 14th,	5 "	July 24th,	2 "
April 7th,	5 $\frac{1}{2}$ "	June 15th,	1 $\frac{1}{2}$ "	July 28th,	3 $\frac{1}{2}$ "
April 14th,	5 "	June 18th,	1 "	Aug. 3rd,	2 "
April 20th,	1 "	June 29th,	1 $\frac{1}{2}$ "	Aug. 4th,	4 $\frac{1}{2}$ "
April 25th,	3/4 "	June 30th,	2 "	Aug. 11th,	3 "
April 26th,	1 $\frac{1}{2}$ "	July 2nd,	1 "	Aug. 14th,	1 $\frac{1}{2}$ "
May 8th,	1 $\frac{1}{2}$ "	July 3rd,	1 $\frac{1}{2}$ "	Aug. 23rd,	5 "
May 22nd,	1 $\frac{1}{2}$ "	July 5th,	1 "	Aug. 28th,	3 "
May 23rd,	5 "	July 7th,	8 "	Aug. 29th,	1 $\frac{1}{2}$ "
		July 11th,	1 3/4 hrs.	Aug. 31st,	2 "

"(All dates shown in 1956) and claim continuing each day over-time worked operating elevator by John Duncan or other Class One employees, until violation ceases."

FINDINGS: The Board, upon the whole record and all the evidence, finds that:

The Carrier or Carriers and the Employee or Employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

The record shows that each of the Carrier employees at the Albina warehouse dock, with greater or less frequency, have traditionally operated the elevator. Always in the past, when such performance took place during regular assigned hours, it was deemed to be incidental to the work of the respective job classifications.

In that no full time elevator operator is assigned at this location, and it cannot be determined in advance either how much elevator service will be required on a given day or precisely when this facility will be utilized, the operating of same has intermittently been shouldered by the employee who could most conveniently be spared from his other duties.

Even if it be conceded that the preponderance of such handling was delegated to claimant, that, in and of itself, does not establish that elevator operating was his exclusive job prerogative. Claimant is no more entitled to a prime right to handle this work on an overtime basis than is any other dock employee who, like himself, periodically slotted this task into his normal work routine.

Moreover, it was due to the fact that work elements, peculiar to the foreman job category, remained to be performed that enabled the Foreman to be afforded overtime work opportunities on the dates here involved. He was not held on duty, after the completion of his regular shift, primarily to operate the elevator. When the need for such service did arise, his performance of same was incidental to, and in furtherance of, the fulfillment of his legitimate job domain.

AWARD: (a) That the Carrier did not violate the Clerks' Agreement in failing to permit Frank L. Cobb (Loader-Class Two position) to operate the Albina Dock elevator on overtime and in permitting John Duncan (Class One position) to operate the elevator on an overtime basis.

(b) Claims denied.

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/s/ Harold M. Gilden
Chairman

/s/ A. J. VanDercreek
Carrier Member

/s/ Stanley B. Eoff
Organization Member

Salt Lake City, Utah
June 20, 1958