

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

PARTIES TO DISPUTE:

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

GULF, COLORADO AND SANTA FE RAILWAY CO.

**STATEMENT OF CLAIM:** "Claim of the System Committee of the Brotherhood that carrier violated the rules of the Clerks' Agreement when on April 20, 1938, it abolished clerical position No. 406, rate \$4.77 per day, hours of assignment 2:00 P. M. to 11:00 P. M., with one-hour meal period, and established Position No. 414 Station Helper, rate \$2.58 per day in lieu thereof; and

"Claim that position No. 406 shall now be re-established and all employees involved in or affected by said violation of rules fully compensated for monetary losses sustained as result of carrier's action, retroactive to April 20, 1938."

**EMPLOYES' STATEMENT OF FACTS:** "Prior to April 20, 1938, the following positions, subject to the scope and operations of the Clerks' Wage and Working Agreements were maintained at Ballinger, Texas:

Position No.	Title	Hours	Rate of Pay
404	Chief Clerk	8:00 A.M. to 5:00 P.M. (1 hr. meal period)	\$5.89 per day
406	Clerk	2:00 P.M. to 11:00 P.M. (1 hr. meal period)	\$4.77 per day

"The primary and essential duties assigned to each position which governed and controlled the classification and rate of pay were:

**CHIEF CLERK**

**Time Required**

Posting station Cash Book and striking daily balances  
Receiving freight and delivering bills of lading.  
Checking and delivering freight to consignees and draymen.  
Making daily remittances.  
Revising inbound waybills and outbound bills of lading.  
Preparing monthly freight reports.  
Waiting on public and looking after station in absence of Agent and other similar work usually performed by a Chief Clerk or Cashier at a station the size of Ballinger.

2'

6'

8'

argument is not pertinent to the helper's case. Certainly it cannot be successfully contended that the reestablishment of the helper's position and the assignment thereto of certain duties previously required of clerk's position No. 406 (both positions admittedly included within the scope of the agreement) could be construed as removing work from the operation of the agreement rules.

"In summarization: The Carrier has fully complied with the requirements of the various rules cited by the Employees; it has recognized that under the scope rule the helper's position is included in the scope of the Clerks' Agreement; it complied with the seniority rules by advertising the position to all eligible employees in the seniority district and assigned to the position the senior qualified applicant therefor; it complied with the rules governing rates of pay by applying to the position the rate applicable thereto when the position was formerly in existence and by adding to such latter rate the same increase as was granted other positions included in the scope of the Clerks' Agreement as a result of the general increase made effective August 1, 1937, and which rate of pay is the maximum applied to other helper's positions on the same seniority district.

"The controversy is thus narrowed solely to the question of classification, i. e., is the helper position a Class 1 or a Class 2 position as defined by the Agreement? The Carrier has shown that the Agreement clearly and specifically provides in Article II, Section 1-a, hereinabove quoted, that for a position to be classified as clerical the employee assigned thereto must be required to regularly devote not less than four hours per day to the writing and calculating incident to keeping records and accounts, etc.; the definition does not provide, as seems to be contended by the Employees, that a position is clerical if it performs four or more hours work of any sort that may have at some previous time been performed by a clerical employee. The Carrier has definitely shown that the helper at Ballinger is not regularly required to perform as much as four hours clerical work as defined in the agreement, and the Employees have admitted that such is the case in their statements that the helper would be performing as much as four hours clerical work per day if it were not for the fact that other employees in the station force are required to take care of the clerical work in such a way as to insure that the helper is not required to perform as much as four hours of such work per day. The Carrier denies the Employees' allegation that 'the Carrier has admitted that this employee consumes an average of three hours thirty minutes daily on admittedly clerical work.' It informed the Employees of the results of its investigation and they drew their own conclusions as to what was clerical work. Carrier's Exhibit 'A,' which outlines the manner in which the station work at Ballinger was divided among the various members of the force subsequent to April 20, 1938, shows that, except for the checking of the yard and making switch lists amounting to an average of 1'10" per day, selling tickets and checking baggage, amounting to 1'00" per day, plus a portion of the 1'00" charged to receiving and delivering freight (which includes trucking and handling), the time of the helper is consumed in what under the terms of the Agreement can be classified only as non-clerical work."

**OPINION OF BOARD:** The circumstances in this dispute are closely related to the dispute covered by Docket CL-1328, Award 1472. Again there is some dispute as to all the relevant facts. Considering the entire record the Board concludes that the action of the Carrier will not be disturbed.

**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 dispute involved herein; and

That the claim will be denied.

**AWARD**

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 19th day of June, 1941.