

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

**PARTIES TO DISPUTE:**

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

**THE WESTERN PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood of Railway Clerks that positions now designated as Yard Clerk at South Sacramento Yard Office and rated at \$6.92 per day shall properly be classified as Train Desk Clerk and rated at \$7.42 per day; and that employees adversely affected by reason of failure of the Railroad properly to classify and rate these positions shall be re-imbursed for all wage loss sustained since these positions were created.

**EMPLOYEES' STATEMENT OF FACTS:** South Sacramento Yard is a train yard within the city limits in Sacramento, California.

Prior to January 1, 1927 a position designated as Yard Clerk existed at Sacramento. This position was rated at \$4.90 per day with the following assigned duties:

"Checking entire yard in AM, making yard report and CS report, handling demurrage, making interchanges for all connections, making postal notices of arrival of carloads, checking Southern Pacific interchange and phoning Southern Pacific for information, switching and checking interchange received from connections."

In response to a request for an increase in rates of pay and as adjustment in the wages of certain clerical and related positions in 1926, The Western Pacific Railroad Company agreed with the Brotherhood of Railway Clerks that it would apply similar increases and make adjustments in the wages of certain positions along the lines as would be generally promulgated by the Board of Arbitration to which was submitted a request for an increase in wages by the clerks employed by the Southern Pacific Company, which award was handed down April 16, 1927, and which provided that the increases granted on that road were to become effective as of January 1, 1927.

The award handed down by the Board of Arbitration provided for increases in pay ranging from three to seven cents per hour. As an alternative the Award also provided:

"Section II. The sum of the increases granted may be distributed by joint action of the representatives of the carrier and of the employees in such manner as will establish just and equitable rates for each position in existence on the carrier's payrolls, both as between positions within each seniority district, and also as between seniority districts; provided the representatives . . . can mutually agree to said distribution . . ."

Section II was adopted as the method of applying the increase on the Western Pacific. Generally speaking, the amount of four cents per hour was applied as a horizontal increase, and one cent per hour per positions was put into a pool to be drawn upon for adjustment of inequalities.

all of the business handled being that set-out and picked up by through trains. Prior to the National Emergency, normally all work except switching was handled by the yardmaster on duty, who had ample time to take care of all details; but, the tremendous increase in traffic made it necessary to give him clerical assistance and there were established at that yard position of Yard Clerk at \$6.20 per day (\$6.29 since December 26, 1943). The Clerks' Organization made claim that the positions should be classified as Train Desk Clerks at \$6.70 per day (now \$7.42 per day), which claim was declined by Carrier.

**POSITION OF CARRIER:** At the time of presentation of claim clerical employees were governed by a schedule effective October 1, 1930. Such employees are now governed by a schedule effective December 16, 1943. Each of the schedules is on file with your Honorable Board.

The schedules (Rule 9 of the 1930 schedule and Rule 10 of the 1943 schedule) contain the following rule:

"The wages for new positions shall be in conformity with the wages for positions of similar kind or class in the seniority district where created."

Carrier maintains that the duties of the positions of Yard Clerk at South Sacramento are not Train Desk Clerks within the meaning of "similar kind or class in the seniority district where created." In the seniority district herein involved we have positions of Train Desk Clerks in the terminals at Oakland, Stockton, Oroville and Portola, California. In addition to those at the terminals (this being the only exception we have a position titled Train Desk Clerk in the office of Freight Agent at Sacramento, located approximately two miles from South Sacramento, and functioning separately from the yard. By no stretch of the imagination can the duties of that position be considered in kind or class similar to those performed by Train Desk Clerks at the terminals. That position is one of the key jobs of the office and many years ago, before the advent of the currently stringent regulations, the title and rate of Train Desk Clerk was given to the position of Carrier in order to insure to it a rate commensurate with its responsibilities. Aside from that exception (the position in the Freight Office at Sacramento), the only positions of Train Desk Clerk have been and are located in the terminal yards offices and are comparable to Train Desk or Manifest Clerks in large terminal yard offices throughout the railroad industry.

The fact that these Yard Clerks perform the paper work incident to the set-outs and pick-ups at this intermediate point certainly does not classify the positions as Train Desk Clerks. Station clerical forces, where employed handle such duties at all intermediate points.

Unfortunately, pressure of work placed upon our official staff has made it impossible to find time to join with the Organization in a joint check to determine the exact duties performed as compared with existing positions of Train Desk Clerks, but we have signified our willingness to do so and hope that the check will be made during December, 1944. Carrier is confident that it will bear out the statements here made in its submission.

**OPINION OF BOARD:** Under the showing of this record including the joint checks and in conformity with the standards of Rule 9—New Positions, the claim for classification and rating as Train Desk Clerk should be sustained for the three positions now designated as Yard Clerk (Inside) and denied for the three positions now designated as Yard Clerk (Outside) effective with the date each of such positions was established.

**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 employee 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 sustained to the extent shown in the Opinion.

#### AWARD

Claim sustained in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson,  
Secretary.

Dated at Chicago, Illinois, this 25th day of April, 1945.