

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

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

THE WESTERN PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood of Railway Clerks that Frank James, Bill and Interchange Clerk be paid to the extent to which he has been adversely affected due to failure of the Railroad to call him for the performance of certain routine clerical work regularly attached to his position on the following dates:

July 2, 1938-----6:00 AM	Sept. 12, 1938-----5:45 AM
July 31, 1938-----4:30 AM	Sept. 21, 1938-----2:40 AM
Aug. 17, 1938-----4:00 AM	5:45 AM
Aug. 17, 1938-----3:10 AM	Oct. 27, 1938-----5:45 AM
Aug. 18, 1938-----3:10 AM	Nov. 23, 1938-----3:25 AM
Aug. 21, 1938-----1:25 AM	Dec. 6, 1938-----5:30 AM
2:45 AM	Dec. 9, 1938-----3:30 AM
5:50 AM	Nov. 24, 1938-----2:00 AM
Sept. 6, 1938-----1:00 AM	

EMPLOYEES' STATEMENT OF FACTS: On the dates indicated Frank James was regularly assigned to position of Bill and Interchange Clerk at Sacramento Freight Station. The duties of the position are as follows:

Making and rating all outbound waybills, handling refer orders, checking and sealing outside carloads after 5:00 PM, transmitting instructions to night switch engine, checking Southern Pacific transfer, handling all waybills received for connecting lines, answering telephone.

During the period covered by this claim it was and still is, the practice to hold James on overtime or call him out for the performance of routine clerical work incident to the interchange of cars with connecting lines. In all of the instances specified in Statement of Claim, cars were interchanged with Southern Pacific at Sacramento and the clerical work incident to the handling of this interchange was performed by the yardmaster. Generally speaking, this consisted of making out Form CS 85, Junction Passing Report, on all cars interchanged, telephoning information to the connection line and making written report confirming information telephoned. This work was ordinarily and regularly performed by James in his capacity of Bill and Interchange Clerk.

Frank James was available for the performance of this work on each of the dates in question.

POSITION OF CARRIER: Carrier has been presented with nothing to show that the Brotherhood of Railway Clerks is authorized to represent Frank James and to handle any claim for him to a conclusion.

During the period involved in this dispute, there was no clerical employee on duty from 11:30 PM to 6:30 AM, and it frequently becomes necessary in order to comply with the requirements of patrons to make interchange to the Southern Pacific between those hours.

Contrary to the contention of the representative of the employees, Carrier's records fail to reveal that the yardmasters performed any clerical duties, commonly referred to as "paper work" incident to the interchange. In substantiation of this contention, the following is a statement made by Yardmaster Wm. E. Kennedy who was on duty from midnight to 8:00 AM during the entire period July 1 to December 31, 1938, inclusive:

"I was on my present assignment of third shift yardmaster at South Sacramento at that time. The procedure in all cases of cars going to SP was that SP yard office would call me when they had any cars on the interchange without having the bills and I would advise them destination. The waybills would be passed by clerk coming on duty at agent's office 7:00 AM and he would make all interchange reports. In case of livestock, it was necessary that the bills go to the SP with the cars and my understanding is that they furnished our agent's office with information for the interchange reports the following morning".

There is nothing in the schedule governing clerical employees requiring the Carrier to have on duty a clerk whenever interchange of cars is made to a connecting line, and inasmuch as all of the clerical work incident to the interchange was handled by clerical employees, it is Carrier's contention that you should decline the claim.

OPINION OF BOARD: Petitioner contends that on the dates in question the Yardmaster performed clerical work of the kind ordinarily performed by Claimant, a Bill and Interchange Clerk, incident to the interchange of cars. It is charged that during the hours of 11:30 p.m. and 6:30 a.m., while no clerical employee was on duty the Yardmaster would telephone information to the Yardmasters of connecting lines.

Petitioner's position appears to be that the work of telephoning information to connecting carriers with respect to cars placed on interchange is in lieu of transmitting this information immediately by written record, and properly belongs to the clerical forces.

Petitioner's position is not sustained by the facts in this case. All the clerical work including the preparation of interchange reports on cars interchanged during the hours in question was given to and performed by the Clerk who came on duty the following morning, as part of his customary duties. For approval of a similar arrangement where cars were billed on Sundays compare Award 2382.

The record shows that it has been the practice for the Yardmaster to exchange information over the telephone in regard to cars delivered and received during all the hours Clerks were on duty as well as during those hours they were off duty.

The use of the telephone by a Yardmaster in connection with matters under his jurisdiction seems to be a recognized practice.

Finding, as we do, that the Yardmaster performed no work belonging to the Clerks, the claim must be denied.

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 Employes involved in this dispute are respectively carrier and employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 7th day of April, 1947.