

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Raymond E. LaDriere, Referee

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**PARTIES TO DISPUTE:**

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

**CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC  
RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

1. Carrier violated the Agreement between the parties dated August 21, 1954, when it failed to decline claim filed with the Superintendent at LaCrosse, Wisconsin, by the Vice General Chairman in behalf of Employee Myron E. Cedarblade within 60 days after claim was filed as provided in that agreement.

2. Carrier shall therefore be required to allow the claim of Employee M. E. Cedarblade as presented.

**EMPLOYEES' STATEMENT OF FACTS:** In a letter of Employee Myron Cedarblade dated January 31, 1955, Assistant Superintendent W. T. Hjorth declined payment of timeslips presented by employee Cedarblade claiming payment for the period January 17th to 28th inclusive when employees outside the scope and application of the Clerks' Agreement were used to perform work of the Bill Clerk's position.

Under date of February 3, 1955, in letters to Employee Cedarblade, Assistant Superintendent Hjorth declined payment of timeslips presented by employee Cedarblade covering a period from October 1, 1954 to February 2, 1955 account violation of the Clerks' Rules Agreement.

Employee Cedarblade referred the claim to Vice General Chairman H. C. Hopper; and on February 8, 1955, Mr. Hopper wrote the Assistant Superintendent rejecting his declination of the timeslips presented by employee Cedarblade and advised claim would be appealed to the next highest Carrier Officer.

Claim was appealed to Superintendent Palmquist on February 9, 1955, which included the working days of the week from October 1, 1954 to February 2, 1955 and all subsequent days that the work was performed by employees outside the scope of the Clerks' Agreement. Copy of the claim is attached as Employees' Exhibit "A".

On March 14, 1955 Superintendent Swingle, successor to Mr. Palmquist as Superintendent, wrote Vice General Chairman Hopper advising that instructions had been issued at Red Wing to arrange to have all clerical work coming within the scope of the Clerks' Schedule performed by the employees covered thereby, which he hoped would take care of the complaint. No reference was made by

barred. Accordingly, claims for days subsequent to February 2, 1955 should be disallowed and the Carrier respectfully requests that the claims for such dates be denied.

All data contained herein has been presented to the employees.

(Exhibits not reproduced)

**OPINION OF BOARD:** This claim is sustained for a call on the 87 specific dates of record because not disallowed in accord with Sections 1(a) and (b), of Article V, of the August 21, 1954 National Agreement; and denied in all other respects.

**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 Employee 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 this claim should be disposed of as indicated in the Opinion.

#### AWARD

Claim disposed of as indicated in Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois this 16th day of December, 1960.