

Award No. 13101
Docket No. CL-13143

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Levi M. Hall, Referee

PARTIES TO DISPUTE:

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

**SPOKANE, PORTLAND AND SEATTLE
RAILWAY COMPANY
(System Lines)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5119) that:

(1) Carrier violated the controlling Agreement between the parties at Albany, Oregon, on December 1, 1960, when it assigned the billing of cars originating at Albany and immediate vicinity to the telegraphers, who are not covered by the Agreement.

(2) Cashier W. M. Jones shall be additionally compensated for one hour at time and one-half rate on each day, Monday through Friday; also, compensated for a two hour call on each Saturday, beginning December 1, 1960, and for all subsequent days thereafter on which telegraphers perform clerical work of billing cars.

EMPLOYEES' STATEMENT OF FACTS: The Carrier maintains at Albany, Oregon, a Freight Office and Yard Office which are several miles apart. Immediately prior to March 1, 1960, the force consisted of the following:

Freight Office	Yard Office
Supervisory Agent	Yard Clerk & Weighmaster
Cashier	Car Clerk
Yard Clerk & Weighmaster #5	Yard Clerk & Weighmaster
	Relief Clerk
	3 - Telegraphers
	Relief Telegrapher

Effective March 1, 1960, the position of Yard Clerk and Weighmaster No. 5 was abolished and duties thereof assigned to the Cashier at Albany Freight House. These duties included yard checking, interchange reports, demurrage, preparing switch lists, industry yard check report, including blind sidings, switching settlement statements, cars forwarded report, weekly traffic report, car orders and answering telephone. Also on March 1, 1960, the duties heretofore assigned the Cashier position, including billing, expensing and

OPINION OF BOARD: Claimant W. M. Jones was Cashier at Carrier's station at Albany, Oregon, and prior to March 1, 1960, the duties of the Cashier's position included the billing of cars originating at Albany; that on March 1, 1960, the duties theretofore assigned to the Cashier's position, including billing, were assigned to similar clerical positions at Carrier's Centralized Station Accounting Headquarters at Portland and information on billing was sent to Portland on a teletype machine by Telegraphers; that the centralized method of waybilling Albany cars at Portland continued until November 30, 1960, at which time the Carrier on December 1, 1960, installed an electric typewriter at the Albany Yard Office and the billing which theretofore had been performed by the Cashier before March 1, 1960, was assigned to Telegraphers; Claimant contends that under the Scope Rule of the agreement this was Clerks' work and should have been returned to the Cashier.

No changes were made in either the clerical or telegraphic force at Albany on December 1, 1960, and no work was taken away from the Cashier. Carrier contends that this work, whether clerical or telegraphic work, was properly assigned to Telegraphers to fill out their assignments.

The case before us is not one of first impression on this particular property. The same issue presented here was raised from somewhat similar facts in Award No. 13100, involving these parties and the identical Scope Rule of the Clerks' Agreement in effect on this property on the grounds that the transfer of the remaining work to Telegraphers was proper within established exceptions to the Scope Rule of the Clerks' Agreement.

It appears to the Board that this recent decision should control the instant case under an application of the doctrine of *stare decisis*.

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

The Agreement has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of November 1964.