

**Award No. 19030**  
**Docket No. CL-16583**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Robert M. O'Brien, Referee**

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**PARTIES TO DISPUTE:**

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

**SOUTHERN PACIFIC COMPANY (Pacific Lines)**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood (GL-6044) that:

(a) The Southern Pacific Company violated the Agreement at Salem, Oregon when beginning December 11 1961 and continuing thereafter it required and/or permitted the Agent, an employee not covered by the Agreement, to perform work reserved to the clerical forces; and,

(b) The Southern Pacific Company shall now be required to compensate Mrs. P. Bryans and/or her successor or successors in interest, namely any other employee who may stand in the same status and thus be adversely affected, one day's pay at pro rata rate of Ticket Clerk, Salem, for each date December 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 1961, and for each subsequent date that a violation occurs.

**EMPLOYEES' STATEMENT OF FACTS:** There is in evidence an Agreement bearing effective date October 1, 1940, reprinted May 2, 1955, including subsequent revisions, (hereinafter referred to as the Agreement) between the Southern Pacific Company (Pacific Lines) (hereinafter referred to as the Carrier) and its employees represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (hereinafter referred to as the Employees) which Agreement is on file with this Board and by reference thereto is hereby made a part of this dispute.

On January 30, 1962, Division Chairman J. H. Groskopf received a communication at Portland, Oregon, from his membership at Salem, Oregon, in which they voiced several complaints concerning clerical functions being performed by the Agent working at the Salem Station. In his investigation, Mr. Groskopf directed a letter to one of the members at Salem, pertinent part of which is quoted below:

"With respect to the next to last paragraph of the letter which reads:

'Prior to Position #35 being abolished at Salem, Mr. McCormick was performing clerical work of selling tickets and checking baggage, again absorbing clerical work. Example,

1962 (Carrier's Exhibit "C"), Petitioner's Division Chairman advised that the claim would be appealed.

By letter dated May 25, 1962 (Carrier's Exhibit "D"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel, and by letter dated May 19, 1964 (Carrier's Exhibit "E"), the latter denied the claim.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The issue here for resolution is identical to that which this Division has previously decided on two occasions — Awards 14875 and 13038, which involved the same parties and agreement. Those awards are dispositive of the issue in the instant dispute, and we will follow them and deny the claim.

**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 agreement was not violated.

#### **AWARD**

*Claim denied.*

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of THIRD DIVISION

**ATTEST: E. A. Killeen**  
Executive Secretary

Dated at Chicago, Illinois, this 28th day of February 1972.