

**Award No. 19098**

**Docket No. CL-19268**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Thomas L. Hayes, Referee**

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY, AIRLINE 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 (GL-6918) that:

1. The Carrier violated the rules of the Agreement extant between the parties when it required Clerks Cherry Goodrich, Lillian McDonald and Vinnie Doyle to vacate their assigned positions in order to perform work on Voucher Desk, a position which had been vacant for more than eight days.

2. (a) Cherry Goodrich shall now be allowed 3 hours and 20 minutes at the rate of time and one-half for Oct. 24, 1969, account required to perform duties of Voucher Desk.

(b) Lillian McDonald shall now be allowed 3 hours and 30 minutes at the rate of time and one-half for Oct. 24, 1969, account required to perform duties of Voucher Desk.

(c) Vinnie Doyle shall now be allowed 5 hours and fifty minutes at the rate of time and one-half for Oct. 24, 1969, account required to perform duties of Voucher Desk.

**EMPLOYEES' STATEMENT OF FACTS:** The Carrier has established in the San Francisco Accounting Department three positions known as Accountant which are five-day assignments with rest days of Saturday and Sunday.

The regular assigned occupants of these positions on October 24, 1969 were Cherry Goodrich, Lillian McDonald and Vinnie Doyle. A fourth position in existence at the same time was that of Voucher Desk. This position had been unfilled for more than eight days which resulted in a back-log of accumulated work.

The general duties assigned to these positions are as shown in Clerks' Circular No. 69-05 dated January 15, 1969, copy of which is attached hereto as Employees' Exhibit No. "1".) These duties are general in nature and are not a true replica of the specific duties which have been assigned and worked daily on each Accountants' assigned position.

rate of the two positions involved and at the straight time rate for actual time worked on his own assignment; provided however, that if he works four (4) hours or more on the vacancy, he shall be paid at the rate of time and one-half for all time worked on both positions."

(Exhibits not reproduced.)

**OPINION OF BOARD:** This case turns on a sharply disputed question of fact, and since Petitioner submitted no evidence to support its version of that fact, the claim will be dismissed.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: E. A. KILLEEN  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of March 1972.