

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

SACRAMENTO NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: "Claim of System Committee of the Brotherhood that the work of Clerk-Messenger, Walnut Creek should be assigned to an employe holding seniority rights under the Clerks' Agreement on Sundays and Holidays and that all employes holding seniority rights under the Clerks' Agreement who have been adversely affected by reason of the Carrier's failure properly to assign the work of Clerk-Messenger, Walnut Creek on Sundays and Holidays be compensated to the extent that they have been adversely affected since and including February 12, 1939."

EMPLOYEES' STATEMENT OF FACTS: "On the Sacramento Northern Railway there are agencies located at Oakland, Walnut Creek and Concord, and there are no other agencies located between Oakland and Concord. Walnut Creek is located approximately twenty miles from Oakland; Concord is approximately twenty-six miles from Oakland, all on the main line to Sacramento.

"There exists at Walnut Creek Station regularly on week days approximately five hours routine clerical work such as expensing, billing, selling tickets, rendition of reports and other miscellaneous office work. The Carrier also maintains baggage, mail and express service for its patrons over its entire line of railroad at both agency and non-agency stations. This service is accomplished by maintaining a position on its passenger trains designated as Clerk-Messenger, the incumbent of which loads and unloads baggage, mail and express at all stations and makes records and reports incident thereto.

"The station forces at Oakland assist the Clerk-Messenger in loading mail, baggage and express. At the agency stations these items are turned over to the agent. At the non-agency stations they are merely put off the train by the Clerk-Messenger.

"The duties of the Clerk-Messenger are as follows:

"Assists with loading of mail, baggage and express on Train No. 12 at Oakland. Train No. 12 leaves Oakland at 7:27 A. M., daily, except Sunday.

"Work mail, baggage and express to Concord. Train No. 12 arrives at Concord, its terminus at 8:30 A. M.

"Deadhead to Walnut Creek on Train No. 1, arriving at 9:00 A. M.

"Perform approximately five hours' clerical work at Walnut Creek, such as expensing, billing, selling tickets, etc.

tion in question to perform on Sundays and Holidays, it is not bulletined on such days.

"We, therefore, ask that the claim be denied."

There is in evidence agreements between the parties bearing effective dates of November 16, 1937 and February 1, 1939.

OPINION OF BOARD: Under the facts and circumstances of this particular case the Board concludes that the agreements involved do not sustain this claim.

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

That both parties to this dispute waived hearing thereon;

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 no violations of the agreements are shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 9th day of April, 1940.