

Award No. 2382  
Docket No. CL-2260

**NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION**

Herbert B. Rudolph, Referee

**PARTIES TO DISPUTE:**

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

**DES MOINES UNION RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that Kenneth Newell, Clerk at Des Moines Union freight house be paid a call (three hours pay) each and every Sunday and holiday as provided for in Rule 13 of the Clerk's current agreement retroactive to September 27, 1942.

**EMPLOYEES' STATEMENT OF FACTS:** On September 21, 1942 notice was posted at the freight house entrance reading as follows:

"On Sundays and holidays after September 21st, take all bills of lading, messages, and other documents to the West end of Union Station, second floor, W. A. Hahnen." Signed J. G. Haigh, Agent.

On September 27, 1942 five (5) cars of gasoline UTLX 12598, UTLX 12989, UTLX 18168, EORX 1511 and UTLX 12655 were billed from the yard office instead of the freight house and bills of lading brought to the yard office to be receipted for, this work being transferred from the freight house to the yard office and then billed weight and charges to follow, the regular billing to be made later with charges from the freight house, usually on Monday, and this practice has since been continued.

**POSITION OF EMPLOYEES:** The employees contend that the action of the carrier in refusing to call Clerk Kenneth Newell to bill this gasoline and perform this Sunday work and in transferring the work to the yard office, violated the following rules of the Clerks' Agreement of January 1, 1925:

**RULE 3**

(a) "Seniority begins at the time the employee's pay starts on the seniority district and in the class to which assigned."

(c) "Seniority by departments and districts of defined limits as now established, from date of this agreement, shall remain in effect until changed by agreement between the management and duly accredited representatives of the employees."

**RULE 33**

"This agreement shall be effective as of January 1, 1925 and shall supersede and be substituted for all rules as existing agreements, practices and working in full force and effect until after thirty (30) days' notice has been given in writing by either party to the other."

department may surely make such bills or orders for the physical movement of cars either loaded or empty. It is not unusual for cars to be forwarded on any railroad with revenue waybills to follow.

It should be the privilege of the carrier to handle the movement of cars in a way they find to be practicable so long as clerical work is not withdrawn from the jurisdiction of the organization or from the seniority district entitled to it.

No such loss of work has been incurred in this case and the claim should be denied.

**OPINION OF BOARD:** The principle that the Carrier is not permitted to remove work from one seniority district and assign it to employes although covered by the same agreement in another seniority district, is well established. Awards 99, 199, 610, 612, 752, 753, 1403, 1440, 1611, 1685, 1711, 1808, 1892, 2050. The question here presented is whether the facts show a violation of this well established principle.

It is clear from the record that prior to September 21, 1942, cars were billed on Sunday by a revenue waybill at the freight house, a seniority district separate from the yard office. It is equally clear that following September 21, cars were billed on Sunday at the yard office by means of a so-called "slip bill", and the preparation of the revenue waybill was deferred until Monday when it was prepared at the freight house by the regular forces. It thus appears that the freight house forces performed all work after September 21, that they had performed before that date. The work of preparing the so-called slip bill was work in addition to the work of preparing the regular revenue waybill, and was work which had never been performed by the freight office forces. It follows that no work was removed from one seniority district to another, by the change made in billing cars on Sundays. It is asserted that other work belonging to the freight house forces was removed to the yard office on Sundays, but there is no evidence to support such assertion.

**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 employes involved in this dispute are respectively carrier and employes 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 violation of the agreement has been shown.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: H. A. Johnson  
Secretary

Dated at Chicago, Illinois, this 15th day of November, 1943.