

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Adolph E. Wenke, Referee

PARTIES TO DISPUTE:

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

UNION PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated and continues to violate the Clerks' Agreement;

(1) When on December 1, 1948, it removed the work of maintaining Jumbo Records from clerical employees in Albina Yard Office to Kenton, and assigned the work to Telegraphers, employees not covered by the Clerks' Agreement.

(2) That the work be returned to the clerks, and the senior Extra Clerk on Extra Board who was deprived of work on any day subsequent to December 1, 1948, be compensated a day's pay until such time as the work is assigned to clerical employee.

EMPLOYEES' STATEMENT OF FACTS: Prior to November 4, 1944, the Jumbo Record at Kenton were being maintained by regular assigned clerks, but on November 4, 1944, the Jumbo Record was moved from Kenton to Albina Yard Office, a distance of approximately 6 miles and a clerical position established to maintain the record, this remaining in effect until November 26, 1945, when the Jumbo Clerk position was abolished, and the Kenton Jumbo Record work was supposedly absorbed by other clerks in Albina Yard Office. On December 1, 1948, the Kenton Jumbo Record Book was transferred back from Albina Yard Office to Kenton, but the work of maintaining the records was assigned to Telegraphers instead of clerks.

Under date of November 30, 1948, the Assistant Superintendent issued the following instructions:

"Effective midnight November 30, Jumbo Car Record Book will be placed in service at Kenton, Agent Kenton will assign work in keeping these records to the 1st, 2nd, and 3rd shift operators. The 1st shift will do what they can, the 2nd shift will do what they can, and the 3rd shift will complete the record. The car records in this book must be kept on a current basis."

On December 1, 1948 immediately after the above quoted instructions were issued, the Division Chairman registered protest with the Division Supt. and requested that a clerical position be established at Kenton to maintain the Jumbo Records, and under date of December 6th, 1948 the Division Superintendent replied to the Division Chairman, as follows:

phoners, telegrapher-clerks, telephoner-clerks, telegrapher-car distributors, ticket clerk-telegraphers, telegrapher-switchtenders, C. T. C. telegraphers, train and tower directors, towermen, levermen, block operators, staffmen, managers, wire chiefs, repeater chiefs, chief operators, printer mechanics, telephone operators (except switch-board operators), teletype operators, printer operators, agents non-telegraphers, and agents non-telephoners herein listed."

(11) The consolidated office at Kenton under the supervision of the agent consists of the following employees:

Agent
3 telegrapher-clerks
1 clerk
1 cashier
4 general clerks and in addition there are 3 yardmasters who work under the supervision of the general yardmaster.

POSITION OF CARRIER: The Carrier has shown that the agreement rules involved, as well as practice over a period of 40 years or more on this railroad, support the action of the Carrier in this dispute.

The three separate offices at Kenton were consolidated into one office in charge of an agent to further the efficient handling of this Carrier's business in that location and the employees assigned to the office are those necessary to handle the work of the office. Telegrapher-clerks are a part of the office force with one such employee assigned to each 8-hour shift around the clock daily. This class of employee is necessary to handle telegraphing, train orders and related work in the movement of trains, but that type of work consumes only a part of their time, leaving some time on each shift for the performance of other work in the office. In all offices of this kind telegrapher-clerks perform some clerical work; at some points they do all the work of a clerical nature; at others, where additional employees are necessary to accomplish the work, clerical employees are assigned to the extent necessary to handle it. At all points where telegrapher-clerks have time to do clerical work, in addition to telegraph and train order work, they do such work to the extent they have time and without violating the agreement provisions.

It will be noted that there was no reduction made in the number of clerical employees at Albina yard office when the car record (jumbo) book was moved from Albina to Kenton for posting on December 1, 1948 and also that the extra clerical employees, for whom claims are submitted in this case, did not post this record at Albina when it was kept at that office.

The car record book was moved from Albina to Kenton because difficulty was encountered in maintaining it properly at Albina—one of the principal causes being the delay in getting the car lists over from Kenton to Albina. As we have shown, the only purpose in maintaining a jumbo record is to have ready available information on cars passing through—and such information must be current and kept so.

(Exhibits not reproduced.)

OPINION OF BOARD: The General Committee of the Brotherhood claims that the Carrier violated its Agreement with the Clerks when, on December 1, 1948, it removed the work of maintaining the jumbo car record from its Albina Yard Office to Kenton and there assigned this work to Telegraphers, employees not covered by the Clerks' Agreement. It asks that the work be returned to the Clerks and that the senior extra clerk on the extra board, who was thereby deprived of the work on any day subsequent to December 1, 1948, be compensated a day's pay therefor until such time as the work is returned to clerical employees.

The question here involved is the right of Telegraphers to perform this work, that is, making and keeping the records of cars which is referred to as the jumbo car record.

As stated in Award 4492 of this Division, "It is the rule, long adhered to by this Board, that a telegrapher with telegraphic duties to perform may properly perform clerical work which is incidental or in proximity to his telegraphic work, in such amount as to fill out his telegraphic assignment."

The work here involved amounts to not less than five and one-half hours daily. As of December 1, 1948 it was moved from the Albina Yard Office to the Kenton consolidated office and there assigned to three Telegraphers on around-the-clock service. While both of these offices are in the same seniority district, they are over six miles apart.

Prior to December 1, 1948 this work had always been done in the Albina Yard Office except for a period from January 1, 1943 to November 4, 1944. During the latter period of time they were kept in the Kenton Yard Office. For many years prior to December 1, 1948, including the period of time the records were kept in the Kenton Yard Office, this work was performed by clerical forces. During the period of time it was handled at the Kenton Yard Office there were no Telegraphers on duty there. Telegraphers did not move into that office until all three offices in the Kenton Yards were consolidated as of December 3, 1946. No Telegraphers ever performed this work in the Kenton Offices until the change was made effective December 1, 1948.

There is no reason why, for operational purposes, Carrier could not remove this work from the Albina Yard Office to the Consolidated Yard Office at Kenton since both are in the same seniority district. But this right, insofar as Telegraphers may be permitted to perform it, is limited by the rule announced in Award 4288 of this Division. Therein we said: "It was never intended * * *, that clerical work might be taken from a clerical position at an unrelated point and brought to a telegrapher to be performed by him." See also Award 4867 of this Division.

In view of the foregoing, the Carrier had no right to assign this work to the Telegraphers in its Consolidated Office at Kenton. It continued to be the right of the clerical forces to perform it and, by assigning it to the Telegraphers, the Carrier violated the Clerks' Agreement.

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

Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 28th day of November, 1950.