

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Edward A. Lynch, Referee

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**PARTIES TO DISPUTE:**

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

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated Clerical Agreement No. 7 when at Clifton Forge, Virginia, it required or permitted employees not covered by the terms of the Agreement to perform the work of handling and/or delivering pay checks to the employees in the Shop and on the Yard, and

(b) That the work be returned to and placed under the Clerical Agreement and assigned to the position from which it was removed and that Clerk H. L. Faber, assigned to the position to which the work was attached, and any other employees adversely affected be compensated for any and all wage loss sustained by reason of the illegal action of the Carrier in assigning this work to employees not covered by the Clerical Agreement.

**EMPLOYEES' STATEMENT OF FACTS:** From May, 1924 to June, 1948 Mr. H. L. Faber, who is employed by the Carrier as a clerk in its Mechanical Department at Clifton Forge, Virginia, performed the work of handling and delivering semi-monthly pay checks to all the Carrier's Mechanical Department employees in the shop and yard at Clifton Forge. Mr. Faber is the occupant of a position the assigned hours of which are from 8:00 A. M. to 4:30 P. M. with a 30 minute meal period. Prior to June 15, 1948 Claimant Faber was regularly assigned to report at 6:00 A. M. each pay-day to deliver pay checks to employees going off duty at 7:00 A. M. and to work forty minutes overtime in the afternoon delivering pay checks to the employees on the second shift.

Effective June 15, 1948 the work which Claimant Faber had previously performed in the morning was removed from Claimant's position and assigned to one Mr. B. G. Broughman, Car Inspector, a member of a separate class or craft and covered by another agreement.

Effective February 1, 1949 the work which Claimant Faber had previously performed in the afternoon was removed from Claimant's position and assigned to one E. C. Jones, laborer, who is a member of a separate class or craft and covered by another agreement.

**OPINION OF BOARD:** The same parties and the same issue were before this Division in Docket CL-7816 and the claim was denied by Award 8081, with the same Referee here participating.

Argument is offered now in behalf of the Organization that Award 8081 "is distinguishable from the issue in the instant dispute" because "the question there dealt only with rest days, principally Rule 35 (b) \* \* \*."

We disagree, because in Award 8081 we also observed that "the delivery of paychecks is incidental work; it is not a full-time job."

We repeat what we said in Award 8081:

"Because there is no showing in the record here that (a) any position was abolished or removed; that (b) the work of delivering pay checks is assigned to clerks by specific reference in the applicable Agreement, or (c) is work belonging to Clerks to the exclusion of all other classes or crafts, a denial Award will be made. Award 7784."

**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:** A. Ivan Tummon  
Executive Secretary

Dated at Chicago, Illinois, this 20th day of March, 1958.