

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

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

THE WESTERN PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: This is a claim of the System Committee of the Brotherhood (GL-5127) that:

(a) the Carrier violated and continues to violate the rules of the Clerks' Agreement through its unilateral action in transferring work from Western Pacific employes at Oroville Yard, California, to Sacramento Northern employes at the Marysville-Yuba City, California Agency, and

(b) Mr. S. E. McVean and/or his successors are entitled to and shall now be compensated for a minimum call on each occasion the work here involved is performed by Sacramento Northern employes, retroactive sixty (60) days prior to November 16, 1960, and continuing until the violation is corrected.

NOTE: The time and dates involved to be determined by a joint check of the Carrier's records.

EMPLOYEES' STATEMENT OF FACTS: Oroville Yard is located on the main line of the Western Pacific Railroad at Milepost 202.9. Marysville is also located on the main line of the Western Pacific Railroad approximately 24 miles west thereof (by railroad direction) at Milepost 178.8. Marysville is also located on the Sacramento Northern Railway.

According to the Carrier, the Western Pacific and Sacramento Northern freight station forces were consolidated at Marysville about 1924. Certain work previously performed by Western Pacific clerical employes was thereafter performed by Sacramento Northern employes, although the Western Pacific retained a Baggage-man-Janitor at the Marysville Passenger Station to handle the necessary baggage and janitorial service at that point.

During World War II, the Western Pacific supplemented its Baggage-man-Janitor force by establishing Ticket Seller positions at Marysville, the

hereinafter referred to as the Washington Agreement, and that Agreement is incorporated herein by reference.

(Exhibits not reproduced.)

OPINION OF BOARD: The essential facts in this dispute are not in issue. The freight station operations of two carriers were coordinated and merged by Agreement into a joint agency manned by joint employes on June 1, 1925. These Carriers are parties to the Washington Job Protection Agreement of May 1936.

On January 18, 1958, certain clerical work formerly performed by clerical employes of the joint agency at Marysville, California was transferred to the Oroville Yard, California. Such work, which involved the preparation of "manifest reports" of eastbound freight car movements and "perishable message" reports for the Pacific Fruit Express Company, was then performed by employes of the Western Pacific Railroad Company. Thereafter, the disputed work was returned to the joint agency clerical forces at Marysville, California effective September 24, 1958. The instant claim arises out of the return of work to the coordinated agency manned by joint employes from which it was originally transferred.

The thrust of the Employes position is that the transfer of work from Western Pacific employes at the Oroville Yard to clerical forces at the Marysville joint agency was without the usual notice as required by the Washington Job Protection Agreement and that such unilateral action by Carrier did violence to applicable provisions of the Agreement between the parties.

Therefore, the initial question for determination is whether the Carrier's action constituted a new "coordination" within the provisions of the Washington Job Protection Agreement of May 1936. Section 13 thereof provides the appropriate machinery for the resolution of such disputes concerning "coordination." In accordance with prior Awards of this Board, we find that procedures accepted by the parties themselves for resolving such disputes should be respected. (Awards 13767, 12717 and 9388) Considerations of comity suggest that we refrain from action in this case and that the claim should be dismissed without prejudice.

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 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 the claim should be dismissed without prejudice in accordance with the Opinion.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of May 1966.