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SPECIAL BOARD OF ADJUSTMENT NO. 167

AWARD NO. 11

Organization's File

102-C-10

Carrier's File

GL-38-55

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

"(1) The Clerks' Agreement was violated on June 2, 3, 6, 7, 8, 9, 10, 13, 14 and 15, 1955, at Salt Lake City Freight Office when Carrier permitted or required D&RGW and WP Traffic Representatives, Mr. C. Pearson and Mr. Phillip Seal, and WP Representative, Mr. L. Glascock, to perform clerical duties such as tracing, checking on LCL shipments, answering telephones giving out information due to the influx of business caused by the recent truck strike. This work previously done by OS&D and Tracer Clerks, which positions were abolished.

"(2) That Mr. B. Palfreyman, regularly assigned as Utility Inspector with assigned hours 9:00 AM to 5:30 PM, shall be paid 2 hours' pay at time and one-half rate for June 7, 8, 9, 10, 13 and 15; Mr. H. Beck regularly assigned Inspector with assigned hours 8:30 AM to 5:00 PM shall be paid 2 hours' pay at time and one-half rate for June 6, 7, 9, 10, 13 and 15; Mr. M. E. Simmons, regularly assigned Utility Clerk with assigned hours 8:30 AM to 5:00 PM, shall be paid 2 hours' pay at time and one-half rate for June 2, 3, 6, 7, 8 and 9 for the above violation of the Clerks' Agreement."

FINDINGS: due to strike of truck drivers, there was a heavy increase of LCL business at the Salt Lake City freight station. Because of inability to get telephone information from the employees at the freight station due to the rush of business, three traffic representatives left their usual offices and during the days complained of temporarily "moved their headquarters" to the freight station.

The Employees assert that these traffic representatives were permitted there "to perform clerical duties, such as tracing, checking on LCL shipments, answering telephones giving out information due to the influx of business caused by the truck strike," Carrier asserts, to the contrary, that except for one representative who admittedly did clerical work for six hours on

June 2 they only answered telephones and furnished information to customers inquiring as to their shipments and did no inspecting, checking, billing or tracing during that period.

In support of their claim, the Employees submit written statements of two employees that they observed the three traffic representatives; that in addition to answering phones they checked through merchandise pouches to locate shipments, helped locate shipments in cars to be unloaded and helped the shippers in general on an average of six hours per day. These statements of specific service have not been specifically denied.

Traffic representatives have the right to give telephone information to patrons and to obtain such information from the records sent to their office or from clerks at the freight house. Obtaining such information from clerks in person rather than by telephone and conveying it by telephone from the freight office instead of their usual office did not infringe upon any right under the Agreement. However, the handling and the sorting out of freight is clerical work and checking through merchandise pouches to locate shipments and helping locate shipments in cars did infringe upon rights under the Agreement. Claim here should not be allowed for the date of June 2 for the reason that separate claim for work performed on that date has been filed.

AWARD: Claim sustained at pro rata rate except for June 2 as per findings.

/s/ Mortimer Stone
Mortimer Stone
Chairman, Neutral Member

/s/ Wm. J. Donlon
Wm. J. Donlon
Organization Member

/s/ D. L. Clavel
D. L. Clavel
Carrier Member