

AWARD NO. 35  
CASE NO. 35

SPECIAL BOARD OF ADJUSTMENT NO. 171

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

vs

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM:

The particular claim in dispute is identified as follows:

"The claim of several employees in the office of Auditor Freight Accounts because overtime work was allegedly assigned improperly. Organization file 1958. Carrier file C-4-92."

This claim seeks an unearned day's pay for each of eight clerks in the office of Auditor of Freight Accounts. On May 11, 1957, a Saturday and rest day, it was necessary for nine clerks to perform so-called "tracing" work and to prepare various reports in connection with the proposed consolidation of the Great Northern and other roads. One of these employees was the regularly assigned tracing clerk; the remaining eight were general clerks. The organization now contends that the claimants, who were interline or percentage clerks, should have been used instead.

FINDINGS: This Special Board of Adjustment upon the whole record and all the evidence, finds that:

The employees state that prior to claim date the Spokane Portland and Seattle Railway had been tracing the Great Northern Railway Company with regard to shipments terminating on their line in the far west, in connection with which shipments they failed to receive their proper proportion of the revenue. In order to trace the proper proportion of revenue it was necessary for the tracing clerk to locate the original settlement, insert the tracer and secure the proper division of revenue from the percentage clerks.

Employees further state that when the carrier used a tracer clerk with the assistance of general clerks and special accountants it violated Rule 37 of the Effective Agreement and also a Memorandum of Agreement interpreting Rule 37 dated January 3, 1951.

The carrier states that the work performed on the overtime basis was work which involved the regular duties of a tracing clerk and did not involve the duties of percentage clerks. The tracing clerk had to locate the abstract which showed the original division of rates, then the tracing clerk would make a necessary correction, if it was found that the proper

AWARD NO. 35  
CASE NO. 35

percentage had not been allocated to the SP&S Railroad. The percentage already appeared on the abstract. The division of revenues between the Great Northern and the SP&S on the shipments in question was one-fourth for the SP&S and three-fourths for the Great Northern and no percentage computation was necessary. Therefore there was absolutely nothing for a percentage clerk to do.

The Board finds from the submissions and arguments of the parties that the overtime work complained of by the organization was work which properly belonged to the tracing clerk who was the incumbent of the position, and not work which belonged to percentage clerks. Therefore, the carrier did not violate Rule 37 of the Effective Agreement, nor the Memorandum of Agreement dated January 3, 1951.

The Board further finds that the overtime work given to the general clerks was in line with the rules of the Effective Agreement as the general clerks had assisted the tracing clerk in the past and furthermore the general clerks understood the work of all the Bureaus. Therefore, this claim must be denied.

A W A R D

Claim denied.

/s/ Thomas C. Begley  
Thomas C. Begley, Chairman

/s/ C. A. Pearson  
C. A. Pearson, Carrier Member

/s/ C. C. Denewith  
C. C. Denewith, Employee Member

Signed at St. Paul, Minnesota this 10 day of December, 1958.