

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

STATEMENT OF CLAIM: "Claim of the Terminal Board of Adjustment, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that:

1. That the position of third shift yard clerk at Main and O'Fallon, hours of service 11:00 P. M. to 7:00 A. M., day of rest, Tuesday be rebulletined for bid at the rate of \$6.03 per day in conformity with wages paid similar positions in this district, and
2. That the occupants of the position since November 3, 1938 be reimbursed for wage losses suffered account of the Carrier's failure to bulletin the said position at the proper rate."

EMPLOYEES' STATEMENT OF FACTS: "On November 3, 1938, the following bulletin was issued by Chief Yard Clerk Dolson:

'ALL WEST SIDE YARD CLERKS:

The following positions are now open for bid:

Carrie Ave.—8:00 A. M. to 4:00 P. M. Day of rest, Sunday.
Salary, \$6.03 per day.

O'Fallon St.—11:00 P. M. to 7:00 A. M. Day of rest, Tuesday.
Salary, \$4.60 per day.

Bids must be in this office not later than 3:00 P. M., Nov. 8.'

"The position of yard clerk on the third shift at Main and O'Fallon has been held for a number of years by various employees in the Merchants West Side Seniority District but prior to November 3, 1938 the position had never been posted for bid when vacant. This fact was admitted by Chief Yard Clerk Dolson in conference with Superintendent Davis. The practice that was followed by the Management whenever the job at O'Fallon Street was vacant was to permit a yard clerk in this District to transfer to O'Fallon Street and in the transfer to take the rate of pay he was receiving on the job from which he was transferred. By permitting this practice to continue no rate of pay had ever been established for the position. The duties of this position are as follows:

1. Makes yard check of O'Fallon Street Yard on carbon rackets for following day's switch rackets.
2. Makes carbon rackets on all loads in O'Fallon Street Yard placing all cars in groups ending in the same numeral also track number and spot of each car, so that the consignee can locate car without any trouble.

2. To check all inbound carloads, that is check car number, seal record, and refrigeration.
3. To check refrigeration and ventilation on all carloads in the yard each morning."

POSITION OF CARRIER: "The duties of the first and third shift jobs at Main & O'Fallon are similar in many respects, so much so that there is no warrant whatever for any difference in the rates of pay. Both men are helpers or assistants under the jurisdiction of the clerk in charge, who makes all the records necessary for the Superintendent, the Superintendent Car Service and the Agent, prepares data demanded by regulatory bodies, prepares and mails all notices to shippers, prepares all expense bills against firms not on the credit list and makes out the night switching rackets. Only occasionally is the third shift clerk required to handle reconsignments or make out notices of inbound shipments received. That work is limited to cars that come in or go out during his tour of duty, very few in number.

"The only new position added in the yard in recent years is that on the third shift, and the wage set is in conformity with the rate of positions of similar class or kind in the seniority district where created. The job was bulletined and bid in at its proper rate of pay and there is no basis whatever for the claim filed."

OPINION OF BOARD: Based on the facts and circumstances presented, the Board is of the opinion that the rate of \$5.48 per day, which was paid the occupant of the position of third trick yard clerk at Main and O'Fallon Streets Yard office prior to November 3, 1938, should have been continued after that date.

Occupant of the position in question since November 3, 1938, should be compensated for the days worked the difference between \$4.60 and \$5.48 per day.

The question of re-bulletining this position should be disposed of by the parties in accordance with the provisions of the 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 employe involved in this dispute are respectively carrier and employe 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 occupant of the position of third trick yard clerk at Main and O'Fallon Streets Yard office, since November 3, 1938, shall be compensated for the days worked the difference between \$4.60 and \$5.48 per day; the question of re-bulletining said position shall be disposed of by the parties, in accordance with the provisions of the agreement.

AWARD

Claim sustained to the extent indicated in Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 2nd day of August, 1939.