

Award No. 2254

Docket No. CL-2163

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

H. Nathan Swaim, Referee

PARTIES TO DISPUTE:

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

**GULF COAST LINES, INTERNATIONAL-GREAT NORTHERN
RAILROAD COMPANY, SAN ANTONIO, UVALDE & GULF
RAILROAD COMPANY, SUGARLAND RAILWAY COMPANY,
ASHERTON & GULF RAILWAY COMPANY**

(Guy A. Thompson, Trustee)

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

(a) The Carrier is violating the Clerks' Agreement at Anchorage, Louisiana by requiring or permitting employees who are not covered by the Clerks' Agreement to perform work that is covered by the Clerks' Agreement. Also

(b) Claim that the Carrier be required to assign the work here involved to employees who hold seniority rights and work under the Clerks' Agreement.

EMPLOYEES' STATEMENT OF FACTS: At the time this claim was last filed the station force at Anchorage, La. consisted of the following with assigned hours as indicated:

Yardmaster	
Agent	7:00 A. M. to 3:00 P. M.
Telegrapher	10:30 A. M. to 6:30 P. M.
Yard Clerk	2:00 P. M. to 10:00 P. M.
Telegrapher	10:00 P. M. to 6:00 A. M.
Porter	6:00 A. M. to 4:00 P. M.

The positions of Yard Clerk and Porter are covered by the Clerks' Agreement—the other positions are not covered by the Clerks' Agreement.

During the period 6:00 A. M. to 4:00 P. M. there is in excess of eighteen hours of work covered by the Clerks' Agreement. The porter performs eight hours (6:00 A. M. to 4:00 P. M.), and the Yard Clerk performs two hours (2:00 P. M. to 4:00 P. M.), the remainder, in excess of eight hours, is performed by the Agent and telegrapher.

This claim originated several years ago and on July 25, 1939 a joint survey was made, with Messrs. Cox and Judd representing the Carrier and Dyer representing the Brotherhood. As a result of this joint survey an agreement was reached to create another clerical position. The position was bulletined on July 31, 1939.

March 29, 1942, the members of your Honorable Board are fully informed with respect to the position of the Carrier in the case covered by Docket CL-1869 and as the principle involved in this case is the same as that involved in Docket CL-1869, the Carrier hereby requests that your Honorable Board accept the evidence submitted by it in Docket CL-1869 as evidence in the instant case, and deny the claim upon the findings in that docket: "That there has been no violation of the Agreements."

OPINION OF BOARD: This Award is controlled by the decision in Docket CL-2162, Award No. 2253, in which the essential facts were the same. The contentions and principles were there fully considered and for the reasons therein stated, this claim must be sustained.

FINDINGS: The Third Division of the Adjustment Board, 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 carrier violated the agreement as stated in the claim.

AWARD

The claim is sustained as to (a) and (b).

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 10th day of August, 1943.

DISSENT TO AWARD NO. 2254, DOCKET CL-2163

The Award in this case declares it to be controlled by the decision in Award No. 2253, Docket CL-2162.

Accordingly, that which has been said in dissent to Award No. 2253 is applicable to the Opinion in the Award in the instant case, and reference thereto is made for that purpose.

(s) C. C. Cook
(s) C. P. Dugan
(s) R. F. Ray
(s) A. H. Jones
(s) R. H. Allison