

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

PARTIES TO DISPUTE:

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

**ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY
OF TEXAS**

(Berryman Henwood, Trustee)

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

(1) The correct rate of pay for the position of Night Chief Yard Clerk newly created in the Yardmaster's Office at Pine Bluff, Arkansas, is \$7.66 per day, and

(2) that employees involved in or affected by this violation of the Agreement be compensated for all losses sustained retroactive to date the position was established and filled.

EMPLOYEES' STATEMENT OF FACTS: On May 19, 1942, the Carrier issued bulletin No. 86 advertising newly created position of Night Chief Yard Clerk in the Yard Office, Pine Bluff, Arkansas, with a rate of \$7.26 per day.

On June 23, 1942, claim was filed requesting that rate of \$7.66 per day be applied to the position, this being the same rate then applied to position of Day Chief Yard Clerk in the same office.

The position in dispute was abolished March 25, 1943, and on April 11, 1943, the position was again advertised by bulletin with rate of \$7.26 per day and was awarded to successful applicant, F. L. Thornhill, April 19, 1943, who has occupied the position to date.

The duties of the position are to supervise and direct Clerical force, assist with the Clerical work when necessary, put out calls on trains, answer wire messages and let Clerks lay off when conditions require such during the tour of duty. The duties of the Day Chief Yard Clerk are the same as the Night Chief Yard Clerk except that in addition he prepares the payroll and answers correspondence in that office, the latter handled on the day trick due to a stenographer being on duty.

POSITION OF EMPLOYEES: The position here in dispute was first bulletined by Mr. C. B. Petticrew, Superintendent Northern Division on Advertisement Bulletin No. 86, dated May 19, 1942, as Position 15, this Bulletin reading as follows:

"Night Chief Yard Clerk in the Yard Office at Pine Bluff, Arkansas, 10:00 P. M., to 6:00 A. M., six days per week, rate \$7.26 an eight hour day. (New position.)"

Handles correspondence and telegrams pertaining to movement of cars, trains, delays to trains and cars, and correspondence pertaining to diversions and reconsignments.

Supervises the yard office clerical force during his assigned hours, and lines up work for the night chief yard clerk. Under present conditions, considerable supervision is necessary to see that the yard clerks secure a copy of the wire consist and make book record prior to arrival of trains, in order to avoid delay, and to see that train clerks promptly compile wheel reports and check way bills to avoid cars moving out of the yard without proper billing.

Keep yardmaster informed as to the wire consist received in order that the yardmaster will have advance knowledge as to the time of arrival and consist of train.

In addition to the regular duties of the Day Chief Yard Clerk, the employe assigned to that position is frequently required to conduct formal investigations with yard office clerical employes where infraction of rules require an investigation to determine cause and responsibility, this is a responsibility that is not required of the Night Chief Yard Clerk.

Night Chief Yard Clerk—Assigned hours 8:00 P. M. to 4:00 A. M.

In addition to usual supervisory duties, the Night Chief Clerk assists in compiling wheel reports, checking way bills against wire consist on inbound trains, and assists in checking way bills against wheel reports on outbound cars.

Handles all messages received during his assignment in regard to diversion and reconsignments, and sees that instructions received are complied with in handling reconsignments and diversions.

Handles all telegrams received during his tour of duty that require an immediate reply and which cannot be held over until the Day Chief Yard Clerk reports for duty.

Keeps in touch with wire consists in order to furnish the Night Yardmaster with information concerning inbound trains.

Under the facts herein presented, the Carrier submits that the rules of the Current Agreement with the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes were not violated when the position of Night Chief Yard Clerk was reestablished, effective May 19, 1942, with rate of \$7.26 a day, which rate is equal to or in excess of rate that would be in effect if the position had not previously been abolished. The established rate is also equal to or in excess of rate that would be in effect if the position had not previously been abolished. The established rate is also equal to or in excess of agreed rates of pay of other positions of similar kind and responsibility, therefore, the Carrier respectfully requests that the claim be denied.

OPINION OF BOARD: Based upon all of the facts and circumstances of this particular case, the Board is not disposed to disturb the action of the carrier.

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 the action of the carrier will not be disturbed.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 2nd day of March, 1944.