

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-4949) that:

(1) The Carrier violated the terms of the current agreement between the parties at Springfield, Missouri, when on March 8, 1960 and subsequent dates it assigned duties of the Crew Dispatcher position to be performed by train crew callers and when it failed and refused to compensate the train crew callers at the established rate of pay for the work they were required to perform.

(2) Train crew caller Jack Robertson shall now be allowed the difference between the rate of the position of Crew Dispatcher and the amount already paid for March 8, 12 and 16, 1960.

(3) Train crew caller H. E. Melton shall now be allowed the difference between the rate of the position of the Crew Dispatcher and the amount already paid for March 9 and 10, 1960.

(4) Crew Dispatcher G. M. McKeown shall now be allowed payment at time and one-half rate for all time spent by train crew callers Robertson and Melton in the performance of crew dispatcher work on March 8, 9, 10, 12 and 16, 1960.

(5) Carrier shall now remove all crew dispatcher work from the train crew callers and return it to position or positions of Crew Dispatcher.

EMPLOYEES' STATEMENT OF FACTS: Prior to on or about January 17, 1960, the force in the yard office at Springfield, Missouri, included a group 1 crew dispatcher present rate of pay \$19.27 per day and three crew callers around the clock, present rate \$17.23 per day. On or about January 17, 1960, the Carrier abolished the first shift crew caller position and assigned the crew calling work on the first shift to the crew dispatcher. At the same time it also abolished the third shift yard bill clerk position. As a result of these reductions in force, there was also assigned to the crew dispatcher certain

"Claims have been sustained under this rule in favor of those who were deprived of the work or in favor of those who improperly performed it."

In conclusion, the Carrier has shown, first, that the Claimant Callers had idle time during the hours of their assignments and the Carrier assigned the disputed work to the Caller positions to fill out their time; secondly, the time required to perform the disputed work amounted to no more than one hour per day per employe involved and that such time is permissible under the rules of the Agreement; thirdly, the Agreement, as interpreted by the awards of SBA No. 194, fully supports the position of the Carrier.

The claims should be denied and the Board is requested to so find.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim involves the same parties and Agreement and presents the same issue as Award No. 12562. For the reasons stated in Award No. 12562, we will deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1964.