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Award No. 15
Case No. 26

SPECIAL BOARD OF ADJUSTMENT NO. 122

THE PITTSBURGH & LAKE ERIE RAILROAD COMPANY
THE LAKE ERIE AND EASTERN RAILROAD COMPANY
vs
BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

STATEMENT OF CLAIM:

Claim of Chief Clerk Minnie G. Parsons, Newell Car Shop, for eight hours at time and one-half rate for April 11, May 2 and May 9, 1954, account not being called to perform duties attached to her position on those dates (Sunday) same being performed by supervisory employees not within the scope of the Clerks' Agreement. (CL-258)

FINDINGS: The Board, upon the whole record and all the evidence, finds that:

The Carrier or Carriers and the employee or employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

Unquestionably, the determination of qualifications and the selection of applicants for the Car inspection and Car Repair job openings, as per the contractual procedures governing the filling of those vacancies, is primarily the obligation of the Car Foreman. The record affirmatively establishes that such responsibility has not been sloughed off to the Chief Clerk at the Newell Car Shop, the claimant herein. Implicit in the right to make the selection, is the corresponding authority to notify the successful bidder via telephone. In fulfilling these functions, neither the Car Foreman nor the Assistant Foreman intruded upon any work functions exclusively reserved to clerical employees.

It does appear, however, that generally on occasions when the volume of job bids was sizeable, the claimant did assist in processing the applications. The handling of 47 bids on Sunday, April 11, 1952, in making assignments to 45 jobs which were to become effective the following day, and the processing of 55 bids on Sunday, May 2, 1954, for 22 vacancies to be filled on Monday, were situations which, in our considered opinion, presented a job opportunity which should have been assigned in accordance with Rule 28(d) of the Clerks' Agreement. On the other date involved herein, the amount of work was not sufficient to require a clerk's services.

AWARD: 1. Claim for April 11 and May 2, 1954, sustained.
2. Claim for May 9, 1954, denied.

Pittsburgh, Pennsylvania
May 21, 1957

SPECIAL BOARD OF ADJUSTMENT NO. 122
/s/ Harold M. Gilden
Harold M. Gilden, Neutral and Only
Member Thereof.