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SPECIAL BOARD OF ADJUSTMENT NO. 122

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY
THE LAKE ERIE AND EASTERN RAILROAD COMPANY

Award No. 45
Case No. 51

vs

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

STATEMENT OF CLAIM:

- (a) Claims filed by Storehouse Attendants A. M. Mehalic at Struthers Light Repair Track for February 14, 1955 and subsequent dates; and John Petrus at Tom and Alex Light Repair Track for February 25, 1955 and subsequent dates, account employees not within the scope of the Clerks' Agreement performing duties formerly attached to the positions of Storehouse Attendants at those points, in violation of Rule 1(e), formerly Rule 1(d) of the Clerks' Agreement.
- (b) Claims filed by Storehouse Attendants at East Youngstown Locomotive Storehouse for February 14, 1955 and subsequent dates, account employees of other crafts and supervisors performing work covered by the Clerks' Agreement in violation of Rule 1(e), formerly Rule 1(d). (CL-291)

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.

The record in this case abundantly bears out that the abolishing of the storehouse attendant jobs located respectively at Struthers, Ohio, at Tom and Alec Light Car Repair Track, East Youngstown and on Second and Third Trick at locomotive storehouse at East Youngstown, were justifiably dictated by a change in the method of operation prompted by decreased business, wherein Store Department employees at other locations performed the unloading, maintaining and stocking of car repair material. As a result thereof, the amount of Storehouse Attendant work remaining to be performed was so negligible as to shut out the propriety of a vacancy existing in that classification. In these circumstances, the delegating to car repair forces at the locations involved herein, the responsibility of obtaining their own material and entrusting key to locomotive forces on Second and Third tricks so as to enable Foreman to obtain locomotive repair material did not conflict with the provisions of Rule 1(e) of the Clerks' Agreement. See Award No. 44, Case No. 46, Special Board of Adjustment No. 122.

AWARD: (a) Claims denied.

(b) Claims denied.

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/s/ Harold M. Gilden

Pittsburgh, Penna.
June 3, 1958

Harold M. Gilden, Neutral and Only Member Thereof