

C  
O  
P  
Y

Award No. 15  
Docket No. 15

SPECIAL BOARD OF ADJUSTMENT NO. 166

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES  
versus  
MISSOURI PACIFIC RAILROAD COMPANY

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

1. Carrier violated the Clerks' Agreement when on August 15, 1956, it removed the work of loading live stock from the Carrier's stock pens at McGehee, Arkansas, into cars for shipment, which work had been performed by Warehouse Laborers at this station for a period, not disputed by the Carrier, to have been twenty-five (25) to thirty (30) years, out from under the scope and operation of the Clerks' Agreement and permitted it to be performed by an outsider who holds no seniority rights under the Clerks' Agreement, and thereafter refused and continues to refuse to return the work to the employees who have performed and been paid for said work through the years;
2. Claimants Laborers James Tyler and Willie Roberts each shall be compensated for a call of two hours at the punitive rate of \$2.513 per hour,

Wednesday, August 15, 1956,

Wednesday, August 22, 1956,

Friday, August 24, 1956,

or a total of 3 calls each, @ \$5.03, amount \$15.09, for each claimant, total, \$30.18, account Carrier's action in violation of the Clerks' Agreement, Scope Rule 1, Seniority, Overtime and related rules, like claims to continue in each such instance of violation of Agreement, until the dispute is disposed of.

FINDINGS: For about 30 years prior to August 15, 1956, warehouse laborers loaded livestock into railroad stock cars for shippers at McGehee, Arkansas. On and after that date, the shippers loaded their own carload shipments of livestock in accordance with the I.C.C. Tariff thereon. Claims are made for payment of a call to warehouse laborers on each occasion, claiming removal of the work from the Clerks' Agreement.

This is a situation where Carrier provided a service to shippers not required by the tariff. When it stopped doing so, the work was no longer performed by the Carrier and it did not pay for its performance. Accordingly, there is no violation shown of the Clerks' Agreement.

AWARD: Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 166

/s/ Dudley E. Whiting

Dudley E. Whiting -- Chairman

/s/ Ira F. Thomas

I. F. Thomas - Employee Member

/s/ G. W. Johnson

G. W. Johnson - Carrier Member

St. Louis, Missouri - January 17, 1957