

Award No. 3
Docket No. 3

SPECIAL BOARD OF ADJUSTMENT NO. 166

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

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Missouri Pacific Railroad, that the Carrier violated the Clerks' Agreement:

1. When, on Sunday, February 27, and Sunday, March 6, 1955, and on all subsequent dates as shown in the Employees 'Claim Statement' attached hereto and made a part hereof, the Carrier arbitrarily and without conference, negotiation or agreement, removed the work of calling crews at Nevada, Missouri, for train operating out of Fort Scott, Kansas (a distance of approximately 20 miles from Nevada) which work Clerks at Nevada Yard had performed regularly and continuously for a period of many years (said to be 10 years or more) out from under the scope and operation of the Clerks' Agreement and utilized employees of another class and craft, subject to another or other wage and rules Agreements, to perform the work, in contradiction to and in violation of Scope Rule 1, Classification Rule 2, Seniority and related rules of the Clerks' Agreement;
2. The Carrier shall be directed by appropriate Order of the National Railroad Adjustment Board to restore the calling work here involved to the employees subject to the Clerks' Agreement at Nevada, Missouri, and allow the monetary claims as shown in our 'Claim Statement' referred to in '1.' hereof, which claims are to continue until the dispute is disposed of and the claims satisfied, account Carrier's action in violation of the Agreement.

CLAIM STATEMENT
as
REVISED AND AMENDED

Claims of Yard Clerk W. D. Stukesbary

<u>Date</u>	<u>Amount of Time</u>	<u>Punitive Hourly Rate</u>	<u>Amount</u>
April 12, 1955 - 1 call	2 hours	\$2.58	\$5.16
April 13, 1955 - 1 call	2 hours	2.58	5.16
April 14, 1955 - 1 call	2 hours	2.58	5.16
April 15, 1955 - 1 call	2 hours	2.58	5.16
April 18, 1955 - 1 call	2 hours	2.58	5.16
April 19, 1955 - 1 call	2 hours	2.58	5.16
April 20, 1955 - 1 call	2 hours	2.58	5.16
April 21, 1955 - 1 call	2 hours	2.58	5.16
April 22, 1955 - 1 call	2 hours	2.58	5.16

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<u>Date</u>	<u>Amount of Time</u>	<u>Punitive Hourly rate</u>	<u>Amount</u>
April 23, 1955 - 1 call	2 hours	\$2.58	\$5.16
April 24, 1955 - 1 call	2 hours	2.58	5.16
April 25, 1955 - 1 call	2 hours	2.58	5.16
April 26, 1955 - 1 call	2 hours	2.58	5.16
April 27, 1955 - 1 call	2 hours	2.58	5.16
			<u>\$72.24</u>

Subsequent claims of record are held in abeyance, per provisions of Article V, Paragraph 1 (b) of the Chicago Agreement of August 21, 1954, until the expiration of sixty days beyond the determination of the claims herein stipulated in this submission.

FINDINGS: It appears that for convenience of crew members assigned to train #78 operating out of Fort Scott, Kansas, who live at Nevada, Missouri, the Carrier arranged to have them called at Nevada by a clerk on duty there for several years. On February 11, 1955, notices were given rearranging clerical positions at Nevada so that no clerk would be on duty on Sunday morning at the time train #78 usually departs. Accordingly, notice was given that crew members living in Nevada would have to make different arrangements to be called.

Arrangements were then made for the Operator at Fort Scott to call a member of the crew at Nevada and let him advise the others.

Since the basic calling requirement for this crew is at Fort Scott, and since the prior calling by a clerk at Nevada was a mere utilization of Carrier's existing facilities for the convenience of that crew, there is no violation of the Clerks' Agreement by returning the calling requirement to Fort Scott.

AWARD: Claim denied.

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/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