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SPECIAL BOARD OF ADJUSTMENT NO. 167

AWARD NO. 9

Organization's File

101-C-15

Carrier's File

CL-41-55

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

"(1) The Carrier violated rules of the current Agreement with the Brotherhood of Railway Clerks on May 23, 24, 25 and 26, 1955, when it arbitrarily removed Messrs. J. F. Jamieson, Jr., and P. R. Dimitroff, Helpers, Burnham Store Department, from their regularly assigned positions and instructed them to perform laborers' work on platform with regularly assigned laborers under the direction of Mr. Albert Huft.

"(2) The Carrier also violated rules of the current Agreement with the Brotherhood of Railway Clerks on May 25 and 27, 1955, when it arbitrarily removed Messrs. C. O. Jamieson, W. R. Fouts, W. M. Chindgren and Edward Ramey from their assigned Group 1 positions and instructed them to perform the Group 2 work of Helpers J. F. Jamieson, Jr., and P. R. Dimitroff, which had been permitted to accumulate due to illegal transfer of these two men to other work as outlined in (1) above.

"(3) The Carrier shall now compensate Messrs. J. F. Jamieson, Jr., and P. R. Dimitroff for an additional four days' pay at their assigned rate of Helper for May 23, 24, 25 and 26, 1955, because of its refusal to allow them to perform the work on their regular assignments on these dates.

"(4) The Carrier shall now compensate Messrs. C. O. Jamieson, W. R. Fouts, W. M. Chindgren and Edward Ramey for an additional six hours' pay at their assigned rates for May 25, 1955, because of its refusal to allow them to perform the work on their regular assignments on these dates.

"(5) The Carrier shall compensate Messrs. C. O. Jamieson, W. R. Fouts and W. M. Chindgren for an additional eight hours' pay at their assigned rates for May 27, 1955 because of its refusal to allow them to perform the work on their regular assignments on this date.

"(6) The Carrier shall also compensate Messrs. D. L. Ruble, Edward Crosswhite, Sr., and Alfred Quintana, senior furloughed employees at Burnham Store for eight hours each at pro rata rate of Helpers for May 25 and 27, 1955, because of Carrier's action in using Group 1 employees to perform work assigned to Group 2 employees on these dates."

FINDINGS: This claim is based on the contention that on the named dates the two claimant Store Helpers, holding Group 2-3 seniority, were used to perform

laborers' work, and the two Sectional Storekeepers and the Supply Car Foreman, all holding Group 1 seniority, were used to perform the work of the Store Helpers, instead of working on their regular assignments. All hold system seniority.

The complained-of work performed by the Store Helpers consisted of unloading lumber. That performed by the Sectional Storekeepers and Supply Car Foreman is not clearly spelled out other than "to perform the Group 2 work" of the Store Helpers, which had been permitted to accumulate, and working with them in cleaning up the accumulation of material to be shipped to other points on the railroad.

The Scope Rule is general in its terms and does not specifically classify the duties here involved. The bulletin duties of the Store Helpers were "to help with shipping and other store helpers duties as may be assigned." Those of the Sectional Storekeepers included the duty "to unload, load and place materials in stock" and to "supervise Helpers and Laborers when placed with you to help with work."

There is no provision in the Agreement restricting the unloading of material to any Group. The provision in the bulletin of the Sectional Storekeepers that they are to unload materials and to supervise Helpers and Laborers when placed with them to help with work, certainly contemplates that the three groups may join in unloading lumber and cleaning up the accumulation of material to be shipped. The fact, asserted by the Employees, that the substitution of diesels for steam locomotives has caused the work of handling of materials largely to disappear from the Sectional Storekeepers' position, does not take that work out from under their contract duties when it reappears.

AWARD: Claim denied.

/s/ Mortimer Stone  
Mortimer Stone  
Chairman, Neutral Member

Wm. J. Donlon  
Organization Member

/s/ D. L. Clavel  
D. L. Clavel  
Carrier Member