

C O P Y

ORG. FILE 8-1-Afton
CARRIER FILE D-2878
NRAB FILE CL-9684

AWARD NO. 13
CASE NO. 13

SPECIAL BOARD OF ADJUSTMENT NO. 194

PARTIES The Brotherhood of Railway and Steamship Clerks,
 Freight Handlers, Express and Station Employees
TO

DISPUTE St. Louis-San Francisco Railway Company

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

(1) The Carrier violated the terms of the currently effective Agreement when on May 12, 1956, Yard Clerk Position No. 2 at Afton, Oklahoma, was abolished leaving only one Yard Clerk at that point and the yard clerical work previously assigned to yard clerical employees outside the hours of the one remaining Yard Clerk was removed from the scope of the Clerks' Agreement and assigned to others who hold no seniority or other rights under that Agreement.

(2) That J. W. Cunningham now be allowed one day's pay in addition to what he was paid on each date, May 15 through 19, inclusive; May 22 through 26, inclusive; June 5 through 9, inclusive; June 12 through 16, inclusive; May 29 and 30; June 1 and 2; June 19 through 23, inclusive; June 26 through 30; inclusive; July 3 through 7, inclusive; July 10 through 14, inclusive; and July 17, 18 and 19, all in 1956, a total of 44 days.

(3) That B. W. Wilks be allowed one day's pay on each date May 13, 14, 20, 21, 27, 28, June 3, 4, 10, 11, 17, 18, 24, 25, July 1, 2, 8, 9, 15, 16, all in 1956, a total of 20 days.

FINDINGS: Special Board of Adjustment No. 194, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

In 1956 by reason of decreases in yard operations at Afton, Oklahoma, the Carrier abolished a 7-day Yard Clerk position leaving only one Yard Clerk position and assigned the work of the abolished position to the Agent Telegrapher.

For some time prior to 1952 the telegraphic forces have included three Telegraphers around the clock; and the yard clerical forces have included three Yard Clerks around the clock. December 3, 1951 the Carrier abolished the first shift Yard Clerk position and assigned the work to the Agent-Telegrapher which included calling train crews and other yard clerical work. Claims were filed

Award No. 13
Case No. 13

but were withdrawn when the hours of the two remaining Yard Clerks were changed and one or the other of them was called or used thereafter to perform such of the work as became necessary outside their regular assigned hours.

So the business of the station was handled until May 12, 1956, when the Carrier abolished the second shift Yard Clerk position, changed the hours of the sole remaining Yard Clerk and assigned the duties of the abolished position to the Telegraphers. The claims are for a day's pay for each of the days under claim, although the evidence indicates that the work performed by the Agent-Telegrapher outside the regular assigned hours of the Yard Clerk could have been performed by the Yard Clerk on overtime or by a call.

First. The work in question here was clerical work and it has traditionally and customarily been performed by a Yard Clerk position established under the Clerks' Agreement.

As yard work has decreased, yard clerk positions have been abolished, but whatever work remained to be performed outside the regular assigned hours of the yard clerks has been performed by them and not by telegraphers.

There is no evidence of the prior assignment of yard clerical work to telegraphers at Afton as there was in S.B.A. No. 169 Award 7.

Second. The Carrier may sufficiently comply with this Award and the Agreement without restoring the Yard Clerk position, if the work be assigned to and performed by employees entitled thereto.

It is established by the evidence of record that the work under claim could have been performed on an overtime basis or by a call. The claims should therefore be sustained, not for a day's pay, but for a call on each of the days specified.

A W A R D

Claim sustained in accordance with the foregoing findings.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri, December 17, 1957.