

ORG. FILE 8-1  
CARRIER'S FILE D-2472  
NRAB FILE CL-8870

AWARD NO. 14  
CASE NO. 14

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 between the parties when on July 24, 1955 it permitted and used Yardmaster and two switchmen to perform the work of assisting in icing car SFRD 4563 instead of calling available extra group 3 ice dock laborers to perform this service.

(2) Group 3 employees E. A. Peninger and A. A. Rost, senior available group 3 employees now be paid eight hours at pro rata rates each for July 24, 1955.

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.

On the date under claim a through freight train of Carrier's arrived Springfield early morning when only one regularly assigned Ice Dock Laborer position was assigned to work. Advance information furnished Carrier was that four refrigerator cars in the train were to be "re-iced" en route. The Ice Dock Laborer re-iced three of these cars with about one ton of ice each; but the fourth car was found practically empty and required almost six tons of ice.

In order to avoid excessive delay to the train which was being held in the terminal for the re-icing, the General Yardmaster assisted the Ice Dock Laborer in re-icing the fourth car by placing the ice in the bunkers of the car from the top of the ice dock, while the Ice Dock Laborer loaded the ice on the incline conveyor chain.

Two switchmen, who were standing on the dock waiting for the car to be re-iced, kicked the cakes of ice off the chain at the car so that the Yardmaster could cut them up and put them in the bunkers. The Yardmaster denies that he instructed the switchmen to assist in icing the car; but they did so and he did not stop them.

One hour and 25 minutes was the time required to complete the re-icing of all four cars. The Yardmaster was on the ice dock between 30 and 40 minutes. The Ice Dock Laborer handled 20-2/3 blocks of ice by himself on the three cars; and he and the Yardmaster and the Switchmen handled 38-1/3 blocks on the fourth car.

The record discloses efforts to compromise the claim; but on well settled principles we disregard this evidence.

First. The record discloses a clear violation of the Agreement by the performance of work covered by the Agreement to employees who held no seniority or other rights under the Agreement, when employees subject to the Agreement were available to perform it (Awards 6670, 6671 and 6672 this property). If the Yardmaster did not instruct the switchmen to assist, he had both the authority and the obligation to prevent their performance of this work.

Second. The claim should be sustained for a day's pay at pro rata rates.

A W A R D

Claim sustained.

/s/ Hubert Wyckoff  
Chairman

/s/ T. P. Deaton  
Carrier Member

/s/ F. H. Wright  
Employee Member

Signed at St. Louis, Missouri July 30, 1958