

ORG. FILE 8-4  
CARRIER FILE D-2753  
NRAB FILE CL-9623

AWARD NO. 22  
CASE NO. 22

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 effective on or about March 27, 1956, and continuing up to date, the Carrier removed work previously attached to Group 2 positions at Fort Smith, Arkansas, and assigned the work to Group 1 employees.

(2) The senior available extra Group 2 employee be reimbursed for a day's pay at the Station Porter rate for five days each week and the next senior available Group 2 employee be reimbursed for a day's pay at the Station Porter rate for two days each week until corrected.

NOTE: Reparation due employees to be determined by joint check of Carrier's payrolls and such other records that may be deemed necessary to establish proper claimant(s) and amounts due.

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.

This claim presents the question whether the Agreement prevents the Carrier from removing janitor work from a Group 2 Station Helper position and assigning it to Ticket Clerk and Yard Clerk Group 1 positions.

Prior to January 10, 1955 there were two Group<sup>2</sup> positions at Ft. Smith with substantially the same duties: a Station Porter and a Station Helper. Both positions worked trains and performed the janitor work. The Station Porter position was abolished January 10, 1955.

On March 27, 1956 "considerable complaint having been received about janitors work," the Carrier assigned the janitor work at the passenger station to Ticket Clerks (clean 2 waiting rooms, wash 9 windows, wash 2 double doors and 1/2 door) except cleaning rest rooms which the Station Helper continued to perform. And on July 5 the Carrier assigned the janitor work at the yard office to Yard Clerks (clean office and toilets, clean switchmen's room and

locker room, clean bathroom and toilet, wash 2 double, 6 ~~single~~ sash windows and 2 half sash doors).

For the reasons stated in SEA No. 194 Award 19 the claim must be denied.

A W A R D

Claim denied.

/s/ Hubert Wyckoff  
Chairman

I dissent for the reasons  
stated in the dissenting  
opinion to Award 19

/s/ T. P. Deaton  
Carrier Member

/s/ F. H. Wright  
Employee Member

Dated at St. Louis, Missouri August 6, 1958.