

ORG. FILE 8-1-Leb
CARRIER FILE D-3266
NRAB FILE CL-10294

AWARD NO. 31
CASE NO. 31

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 April 12, 1957, it nominally abolished the Station Clerk position at Lebanon, Missouri, and coincident therewith assigned the work thereof to others who hold no seniority or other rights under the Clerks' Agreement.

(2) The senior available extra Clerk on the Eastern Division of the Carrier, whom we understand to have been G. P. Tankersley, or his successor as the senior available extra Clerk on the Eastern Division as reflected by the payrolls and other records of the Carrier, now be paid a day's pay at the rate of the Station Clerk position for April 12, 1957, and each succeeding day thereafter until corrected.

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 April 12, 1957, the station force at Lebanon consisted of:

<u>Position</u>	<u>Assigned Hours</u>	<u>Assignment</u>
Agent	7:30 AM - 3:30 PM	6 day
Telegrapher-Cashier	7:00 AM - 3:00 PM	5 day
Second Telegrapher	8:45 PM - 4:45 AM	7 day
Ticket Cashier	8:30 AM - 5:30 PM ¹	7 day
Station Clerk	3:00 AM - 5:00 PM ¹	5 day

1) exclusive of lunch period

Due to reduction in business handled at this station the Station Clerk position was abolished effective April 12, 1957.

Claim was originally filed "on behalf of the senior available clerk (without naming him) on the Eastern Division for a day's pay at the rate of the Station Clerk position" and the work claimed to have been improperly reassigned was described as "the work attached thereto (the Station Clerk position) including handling of all OS&D work, billing freight, making freight bills, filing tariffs, and obtaining seal records."

The Carrier's Superintendent responded by letter as follows:

"Our information does not indicate transfer of any work from the station clerk position to other positions at Lebanon which would constitute a violation of the Clerks' Agreement. If you have any specific examples in mind, would appreciate receiving them, and we will investigate to see just how the specific reports or records were handled before the station clerk was discontinued and how they are now being handled."

The Organization treated this letter as a denial of the claim and forthwith appealed. The appeal letter expanded the catalogue of work to include "the checking of yards which required the Agent or Telegrapher to leave his post of duty."

The Carrier's denial of the appeal referred to the Superintendent's offer to investigate and the absence of further handling prior to the appeal; denied that the Station Clerk ever checked yards; and asserted that the reassignment of the work of the Station Clerk position was carried out "in a manner consistent with the rules of the Clerks' Agreement and the limitations thereon as concern the performance of clerical work by Telegraphers."

The submissions before us are in hopeless conflict, not only over how the work of the Station Clerk was reassigned among the remaining force, but also over how the work was assigned before the Station Clerk position was abolished.

First. The Carrier challenges the validity of the claim upon the ground that the claimant is not named. The contention is based upon the first sentence of Article V, Section 1(a) of the National Agreement of August 21, 1954 which so far as pertinent reads:

"All claims or grievances must be presented in writing by or on behalf of the employee involved . . ."

This contention was not raised in the course of handling on the property. The question is therefore not properly before us and we express no opinion on it.

Second. The original Statement of Claim handled by the Superintendent sufficiently described the work under claim because the catalogue of work, although incomplete, was preceded by a claim to all of the work attached to the abolished position; and while the appeal letter expanded the catalogue to include outside work, the claim still covered all of the work attached to the abolished position.

However, the manner in which the work in dispute was assigned, both before and after the Station Clerk position was abolished, would have served to determine the precise scope of the claim; and these facts could have best been ascertained in the Superintendent's office pursuant to his offer. The failure to exert every reasonable effort to settle the dispute there has resulted in the conflicts on the paper record before us; and we have none of the means of resolving them as ready and as accurate as those which were available in the Superintendent's office (see Awards 6657, 4939, 1433 (Second Div.) and 5402 (First Div.)).

A W A R D

Claim dismissed.

/s/ Hubert Wyckoff
Chairman

I dissent.

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri, June 22, 1959.