

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 239
(Clerks' Board, St. Louis, Missouri)

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES

ATCHISON UNION DEPOT AND RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the System Committee of the Brotherhood that:

1. The Carrier violated the Clerks' Agreement when, on November 7, 1957, Train Conductor Savage and Train Porter Coffee of Missouri Pacific Passenger Train No. 105 were required to assist Baggage Clerk unload baggage from Train No. 105, and on November 13, 1957, when Train Conductor McDade of Santa Fe Passenger Train No. 56 was required to assist Baggage Clerk unload the baggage from Train No. 56 at Atchison, Kansas, Union Depot;
2. Carrier shall be required to pay claimant, relief Baggage Clerk L. J. Scheid, for a "call," 2 hours at the punitive rate of \$3.174375 per hour, amount \$6.35, for each date, November 7, 1957, and November 13, 1957, total of claims \$12.70, account violation of Rules 1, 2, 3, 5 and 25 of the current Clerks' Agreement when those not covered by the scope and operation of the Clerks' Agreement were required to perform the work covered by the scope rule thereof.

OPINION OF BOARD:

This dispute involves the application of the Agreement between the parties with regard to performance of work claimed to be covered by the scope of the Clerks' Agreement. Claimant here seeks to be paid for a "call" on November 7 and 13, when the Train Conductor and Train Porter assisted the Baggage Clerk on duty to unload a corpse from their train on each date.

Claimant performed no work on a "call" basis. This, then, is a claim for constructive service. That is to say, there must be proof that claimant should have been called and used for work on his position that was performed by others in his absence.

It being shown that a Baggage Clerk was on duty to receive and take charge of the remains from the baggage car, it was not a violation of the Agreement account train crew, which is concerned in all work that will expedite the movement of its train over the line of the road, assisting enroute with the head-end-work of unloading the baggage car under facts and circumstances here of record.

FINDINGS:

The Board, after oral hearing, and upon the record and all the evidence, finds and holds:

That the Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as amended;

That jurisdiction over the dispute involved herein has been conferred upon this Board by special agreement; and,

That the Agreement by and between the parties to this dispute has not been violated.

AWARD

Claim denied by order of:

SPECIAL BOARD OF ADJUSTMENT NO. 239

/s/ A. Langley Coffey
A. Langley Coffey, Chairman

/s/ F. E. Giese
F. E. Giese, Employer Member

/s/ Ira F. Thomas
Ira F. Thomas, Employee Member

Dated at St. Louis, Missouri,
this 30th day of June, 1959.