

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)

and)

St. Louis Southwestern Railway Company)

Case No. 79

Award No. 80

STATEMENT OF CLAIM:

1. The Carrier violated the effective Agreement by failing to call furloughed Section Laborer John Roshell to shovel snow in Pine Bluff Yard, Arkansas, on January 9, 1962.

2. Claimant Furloughed Section Laborer John Roshell be now compensated for 16 hours' pay at his pro rata rate, because of this violation of the Agreement referred to.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are Carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

From the evidence of record the Board finds that the ice dock workers were used to shovel snow after completing their work of icing cars to fill in the three hours of call in pay. The snow shoveled was on the walks at the Crest Yard office. The Carrier was not required to call the claimants to perform this work.

AWARD:

Claim denied.

/s/ Thomas C. Begley
Thomas C. Begley, Chairman

/s/ A. J. Cunningham
A. J. Cunningham, Employee Member

/s/ M. L. Erwin
M. L. Erwin, Carrier Member

Issued at Cleveland, Ohio
this 3rd day of April, 1968.