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SPECIAL BOARD OF ADJUSTMENT NO. 167

AWARD NO. 1

Organization's File

102-A-11

Carrier's File

CL-33-53

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

"(1) The Clerks' Agreement was violated during the period April 21 to May 23, 1953, inclusive, as result of Agent D. K. Downey being required or permitted to perform billing work when the position of Bill Clerk at Helper Station was abolished.

"(2) Cashier G. W. Truscott shall be paid three hours at time and one-half rate of his assigned position for each day - April 21, 22, 23, 24, 27, 28, 29, 30, May 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22 and 23, 1953, account not being used to perform this work of billing coal shipments on overtime basis when this work was handled by Agent D. K. Downey."

FINDINGS: Immediately prior to April 20, 1953, the forces in the agent's office at Helper, Utah consisted of an agent and three telegraphers and the chief clerk, cashier, bill clerk and janitor. On that date the position of bill clerk was abolished due to decrease of business and part of the remaining work of the position was assigned to the agent and telegraphers, who were not within the scope of the Clerks' Agreement. Claim is here made in behalf of the cashier because he was not used to perform this work.

Both the Scope Rule and bulletin assignments are general in terms. The Agent's position at Helper, Utah, is not an official position; he is a working agent under the telegraphers' agreement.

The position of Bill Clerk at Helper, Utah, had previously been abolished on numerous occasions when the coal mines were shut down or in limited production and reestablished when the production increased so to

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require. During such time Carrier asserts that in the past the work had been assigned to the Agent or Telegraphers. While this is disputed by the Employees, the letter by the General Chairman dated April 5, 1938 complained of its being done at that time and supports Carrier's statement.

Since that time several agreements have been negotiated between the parties without change being made or sought in the applicable rule.

In March, 1953, two months before the filing of this claim, when a similar situation existed, the employees filed a claim based solely on the fact that the Agent was performing the billing work on an overtime basis. That claim was promptly paid by Carrier with agreement "that the Agent at Helper, Utah, will not be permitted to perform overtime work in the performance of duties regularly assigned to clerical position, *****"

In the light of the situation, we think the specific agreement that the Agent should not be permitted to perform such clerical work overtime implies agreement that he may perform such work to fill out his regular assignment in accord with the usual rule.

AWARD: Claim denied.

/s/ Mortimer Stone
Mortimer Stone
Chairman, Neutral Member

/s/ D. L. Clavel
D. L. Clavel
Carrier Member

Wm. J. Donlon
Organization Member