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SPECIAL BOARD OF ADJUSTMENT NO. 167

AWARD NO. 14

Organization's File

Carrier's File

102-C-11

CL-39-55

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

"(1) The terms of the Clerks' Contract were violated June 2, 1955, when on this day Carrier permitted or required Mr. P. Seal, Traffic Representative, to perform the duties of General Clerk, such as, revising LCL shipments due to influx of business.

"(2) That Mr. K. O. Mayfield, regularly assigned General Clerk with assigned hours of 8:30 AM to 5:00 PM, be paid six hours at time and one-half rate because of the above violation of the Clerks' Contract."

FINDINGS: This claim involves the same situation shown in Docket 8912. It is admitted by the Carrier that Mr. Seal, a D&RGW traffic representative, performed six hours' work as clerk at the Salt Lake City Freight House on June 2, 1955, in order to help handle the tremendous increase in business resulting from the truck drivers' strike. While that strike caused an overwhelming influx of LCL shipments and resulted in delays to shipments, it could not properly be called an emergency. However, we think claimant should be paid only at pro rata rate for work not performed by him.

AWARD: Claim sustained as per findings.

/s/ Mortimer Stone  
Mortimer Stone  
Chairman, Neutral Member

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

/s/ Wm. J. Donlon  
Wm. J. Donlon  
Organization Member