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AWARD NO. 44  
CASE NO. 47  
SSW FILE R-51-1086-1  
BRC FILE NR-27-1

SPECIAL BOARD OF ADJUSTMENT NO. 169

PARTIES ) The Brotherhood of Railway and Steamship Clerks  
TO )  
DISPUTE ) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood:

(1) That Carrier violated, and continues to violate, the Clerks' current Agreement at Pine Bluff, Arkansas, in instructing and requiring the Icing Foreman to perform clerical work in compiling and rendering icing and refrigeration reports - Original Record of Shipments Retop Iced (Form 3232), and Original Record of Perishable Freight Service (Form 3234), on cars of perishables which required, or require, re-icing retop ice or heater service at Pine Bluff Yard.

(2) That Yard Clerk R. R. Holden be compensated for one hundred sixty five hours and five minutes (165<sup>h</sup> 5<sup>m</sup>) at time and one-half Yard Clerk rate, viz:

<u>DATE</u>	<u>TIME CLAIMED</u>	<u>DATE</u>	<u>TIME CLAIMED</u>
November 8, 1955	5 <sup>h</sup> 15 <sup>m</sup>	December 1, 1955	2 <sup>h</sup> 15 <sup>m</sup>
" 9, "	7 <sup>h</sup> 0 <sup>m</sup>	" 2, "	4 <sup>h</sup> 0 <sup>m</sup>
" 10, "	6 <sup>h</sup> 0 <sup>m</sup>	" 3, "	1 <sup>h</sup> 45 <sup>m</sup>
" 11, "	2 <sup>h</sup> 0 <sup>m</sup>	" 4, "	2 <sup>h</sup> 20 <sup>m</sup>
" 13, "	2 <sup>h</sup> 30 <sup>m</sup>	" 5, "	4 <sup>h</sup> 35 <sup>m</sup>
" 14, "	2 <sup>h</sup> 0 <sup>m</sup>	" 6, "	2 <sup>h</sup> 0 <sup>m</sup>
" 15, "	9 <sup>h</sup> 40 <sup>m</sup>	" 7, "	2 <sup>h</sup> 0 <sup>m</sup>
" 16, "	4 <sup>h</sup> 14 <sup>m</sup>	" 8, "	3 <sup>h</sup> 15 <sup>m</sup>
" 17, "	2 <sup>h</sup> 0 <sup>m</sup>	" 9, "	2 <sup>h</sup> 0 <sup>m</sup>
" 19, "	4 <sup>h</sup> 0 <sup>m</sup>	" 13, "	4 <sup>h</sup> 0 <sup>m</sup>
" 20, "	3 <sup>h</sup> 10 <sup>m</sup>	" 14, "	2 <sup>h</sup> 0 <sup>m</sup>
" 21, "	6 <sup>h</sup> 30 <sup>m</sup>	" 15, "	4 <sup>h</sup> 0 <sup>m</sup>
" 22, "	6 <sup>h</sup> 40 <sup>m</sup>	" 16, "	2 <sup>h</sup> 5 <sup>m</sup>
" 23, "	6 <sup>h</sup> 35 <sup>m</sup>	" 19, "	2 <sup>h</sup> 10 <sup>m</sup>
" 24, "	4 <sup>h</sup> 20 <sup>m</sup>	" 20, "	6 <sup>h</sup> 50 <sup>m</sup>
" 26, "	2 <sup>h</sup> 0 <sup>m</sup>	" 21, "	9 <sup>h</sup> 20 <sup>m</sup>
" 28, "	6 <sup>h</sup> 10 <sup>m</sup>	" 23, "	2 <sup>h</sup> 35 <sup>m</sup>
" 29, "	2 <sup>h</sup> 20 <sup>m</sup>	" 25, "	2 <sup>h</sup> 30 <sup>m</sup>
" 30, "	2 <sup>h</sup> 0 <sup>m</sup>	" 26, "	2 <sup>h</sup> 20 <sup>m</sup>
	84 <sup>h</sup> 25 <sup>m</sup>	" 29, "	0 <sup>h</sup> 50 <sup>m</sup>
		" 30, "	2 <sup>h</sup> 35 <sup>m</sup>
		" 31, "	3 <sup>h</sup> 5 <sup>m</sup>
			68 <sup>h</sup> 30 <sup>m</sup>

Award No. 44

<u>DATE</u>	<u>TIME CLAIMED</u>	
January 2, 1956	2 <sup>h</sup> 30 <sup>m</sup>	68 <sup>h</sup> 30 <sup>m</sup>
" 3, "	4 <sup>h</sup> 0 <sup>m</sup>	84 <sup>h</sup> 25 <sup>m</sup>
" 4, "	2 <sup>h</sup> 0 <sup>m</sup>	
" 6, "	3 <sup>h</sup> 40 <sup>m</sup>	
		<u>12<sup>h</sup> 10<sup>m</sup></u>
	Total.....	165 <sup>h</sup> 5 <sup>m</sup>

and be compensated accordingly for dates subsequent to January 6, 1956, the Icing Foreman is instructed and required to perform this clerical work. All subsequent violations to be determined by a joint check of Carrier's payroll and other records.

FINDINGS: Prior to claim date here the Icing Foreman made memorandums on switch lists as to the data in connection with the icing of refrigerated cars at Pine Bluff. When more than six cars at a time were involved a yard clerk was used to perform this work.

Subsequent thereto a printed form was used to make the memorandums about the re-icing, instead of the switch lists as had been used previously. We see no distinction between the two methods of doing the work. It was merely a memorandum of the actual work performed and could properly be performed by the foreman. It was the practice to use a clerk when there were more than six cars at a time involved.

If, under the circumstances in the instant claim, there were instances where more than six cars at a time were involved and no clerk used to perform it, claimant should be paid a call for the amount of time necessary to dispose of the cars in question.

These Findings include the dates specified in the claim, but do not contemplate subsequent dates as such a claim would be too indefinite.

AWARD: Claim disposed of in keeping with the above Findings.

/s/ Frank P. Douglass  
Frank P. Douglass, Chairman

/s/ W. E. Straubinger  
W. E. Straubinger, Employee Member

/s/ L. C. Albert  
L. C. Albert, Carrier Member

Tyler, Texas  
May 2, 1957.