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Docket No. CL-7756
Award No. 2

SPECIAL BOARD OF ADJUSTMENT NO. 177

(PRR)

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

(a) The Carrier violated the Rules Agreement, effective May 1, 1942, except as amended, particularly the Scope and Rule 3-C-2, when it abolished three positions of Crane Director, located at the M. of W. Storehouse, Lucknow Shops, Pennsylvania, Philadelphia Division, effective March 1, 1954, and assigned the work to M. of E. Gang Foremen not covered by the Rules Agreement.

(b) The Claimants, L. W. Shambaugh, Louis Cohen and D. L. Snyder, and all other affected employees, should each be allowed eight hours pay a day for March 1, 1954, and all subsequent dates as a penalty until the violation is corrected. (Docket E-944)

FINDINGS: This claim grows out of the abolishing of three positions listed as Crane Director located at the Maintenance of Way Storehouse, Lucknow Shops. The Organization asserts that their duties were subsequently assigned to the Maintenance of Equipment Gang Foremen, not covered by the Clerks' rules agreement.

It is not disputed that while listed as Crane Director for pay purposes these around-the-clock positions had little in common with other positions so listed. Their duties as set out in the Joint Statement of Agreed Upon Facts comprised "the accompanying and following up of the work of shifting cars in place and removing cars." The Organization in its submission says the duties of the Crane Director consisted of minor supervisory duties in connection with switching performed in the shop and storehouse, prepare switching lists for various train crews with information to the switching requirements of the shop, the loading and unloading of cars moving to and from the shop and storehouse. A bulletin advertising a job of Crane Director gave as the primary duties: "Directing various cranes, loading and unloading material; directing shop shifting crews in placing of cars on shop tracks."

The Carrier asserts that these Crane Directors were assigned to the duties of collecting cut sheets at the offices and turning these cut sheets over to the Conductors of the shop shifting crews and accompanying and following up the crews to see that the movements outlined on the cut sheets were carried out and asserts that when the positions of Crane Director were abolished the operation was changed and the work formerly performed by the Crane Directors was entirely eliminated. On the 3rd trick no Gang Foreman is employed.

These statements and duties are vague and conflicting and the parties are not in accord as to the essential facts. We cannot properly determine disputed facts in the absence of specific and convincing proof.

AWARD: Claim dismissed.

/s/ R. H. Skinner, Jr.
R. H. Skinner, Jr., Carrier Member

/s/ S. V. W. Loehr
S. V. W. Loehr, Employee Member

/s/ Mortimer Stone
Mortimer Stone - Chairman