

ORG. FILE 8-1
CARRIER FILE D-2781
NRAB FILE CL-9622

AWARD NO. 12
CASE NO. 12

SPECIAL BOARD OF ADJUSTMENT NO. 194

PARTIES The Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

TO

DISPUTE St. Louis-San Francisco Railway Company

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

(1) The Carrier violated the terms of the currently effective Agreement between the parties when on the dates shown in Parts 2 and 3, employees who hold no seniority or other rights under the Clerks' Agreement were used to perform work which is regularly assigned to and performed by claimants, outside the hours of claimants, at Baxter Springs, Kansas.

(2) T. E. Manning now be paid a call on each date, May 18, 21, 24, 28, 30, June 7 and 13, and one hour's overtime on each date, May 10, 11, 14, 15, 29 and June 27, and eight hours at time and one-half on his rest day, July 22, 1956.

(3) T. F. Hudson be paid a call on each date, April 10 and May 8, 1956.
FINDINGS: Special Board of Adjustment No. 194, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

On the dates under claim the station force at Baxter Springs consisted of:

<u>Position</u>	<u>Assigned Hours</u>	<u>Assignment</u>	<u>Rest Days</u> ¹
Agent-Telegrapher	10 AM - 6PM	6 day	Sat-Sun ²
Telegrapher	12MN - 8 AM	7 day	Thurs-Fri
Cashier	8 AM - 5 PM ³	6 day	Sun-Mon
Yard Clerk	8 AM - 5 PM ³	7 day	Sat-Sun
Yard Clerk	5 PM - 1 AM	7 day	Tues-Wed

- 1) protected by relief positions
- 2) protected by relief position on Saturday only
- 3) exclusive of meal period

Claimants are the two Yard Clerks. The work in dispute is billing, making up switch lists, making interchange reports and checking yards, all of which were part of the regular assignments of Claimants.

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The claims center upon the performance of this work by the Agent-Telegrapher and the Telegrapher outside the regular assigned hours of Claimants: during meal periods, following and preceding regular assigned hours and during the third shift when no Yard Clerk was regularly assigned. The claim also centers upon the performance of this work by the Agent-Telegrapher on an overtime or call basis outside of his regular assigned hours.

For many years at Baxter Springs there were: a passenger station with an Agent and three Telegraphers around the clock where the Telegraphers sold tickets and handled ticket accounts; and a freight station some 300 feet distant with a Freight Cashier and two Clerks (augmented from time to time after 1949 by a Bill Clerk) who performed all other clerical work except excess billing.

In 1948 the Telegraphers were moved from the passenger station to the freight station; and with the installation of CTC the telegraphic forces were reduced to an Agent-Telegrapher and a third shift Telegrapher. Apparently there never has been a third shift Clerk assigned; and it is established that, in practice, the third shift Telegrapher has filled out his time with billing work which the second shift Yard Clerk has been unable to complete. It is also established that, in practice, the Agent-Telegrapher has filled out his time with the performance of all of the types of work under claim.

In 1949 the Organization complained about the performance of clerical work by the Agent-Telegrapher on an overtime basis and the complaint was apparently composed by the establishment on October 14, 1949 of a day shift Bill Clerk position which continued (except for the year 1952) through the year 1954.

First. In practice the performance of clerical work at this station has not been treated by the parties as the exclusive work of either Clerks or Telegraphers. While it is true that the clerical work in dispute here has always been regularly assigned to Clerks, excess clerical work which the Clerks have not been able to perform within their regular assigned hours has been performed by Telegraphers to fill out their time. In these circumstances, no violation of the Agreement is disclosed (Awards 7133, 4355, 4559 and see SBA No. 194 Award 9).

Second. The case is otherwise, however, in situations where the performance of clerical work by Telegraphers results in overtime work by Telegraphers. Since Telegraphers are entitled to perform clerical work only to the extent required to fill out their time, the performance of overtime clerical work by a Telegrapher, who is performing both clerical and telegraphic work during his assigned hours, is in violation of the Agreement.

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A W A R D

Claims sustained for a call on each date, May 28 and June 7 and for a day at pro rata rate on July 22; otherwise denied.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri June 19, 1959.