

ORG. FILE 8-47  
CARRIER FILE D-2406  
NRAB FILE CL-8841

AWARD NO. 26  
CASE NO. 26

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 covering hours of service and working conditions of employes when on April 22 and April 25, 1955, employes in the 7th Street Station office at St. Louis, Missouri, were required to suspend work on their regularly assigned positions to absorb overtime which would have been required in the Lindenwood office of the Carrier.

(2) Wm. Lovata, W. T. Lawler, R. Lutz, J. Edwards, M. Slattery and S. Wishyere now be paid additional allowance at the penalty rate for all time they were required to suspend work on their regular positions on April 22 and April 25, 1955.

FINDINGS: Special Board of Adjustment No. 194, upon the whole record and all the evidence, finds and holds:

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

This Special Board of Adjustment has jurisdiction over this dispute.

Within the St. Louis Terminal there are two facilities, some six miles apart, where waybills are made for the movement of outbound freight: Seventh Street Station and Lindenwood Station.

The billing force at Lindenwood, consisting of a Chief Bill Clerk and seven other Clerks, fell behind in its work and there had accumulated around 100 "weight and charges to follow waybills" which were awaiting the issuance of revenue waybills at Lindenwood. This backlog had been in existence for about two months.

In order to handle this accumulation, the work of issuing the revenue waybills was performed by Claimants at Seventh Street as follows:

<u>Position</u>	<u>Hours</u>	
	<u>April 22</u>	<u>April 25</u>
Waybill Clerk	8	4
Waybill Typist	3	
Car Service Clerk	8	
Open Item Clerk	3	4
Open Item Clerk	1-1/2	
Switching & Transfer Clerk	2	3
	<u>25-1/2</u>	<u>11</u>

Total Hours -

36-1/2

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First. The employes at both of these stations are in the same seniority district and are carried on the same seniority roster. But as in Award 5640 (this property) the specification of a particular facility in the bulletins, coupled with the customary practice of assignment to one specific facility, leads to the conclusion that these employes were not assigned to work at large throughout the Terminal (see Award 5315; compare Award 4627).

Second. Whatever may have been the original purpose of Rule 47 (see Award 7167), it has been held to cover the taking of an employe from his regular assignment and using him on another position in the same seniority district, which results in depriving the incumbent of the latter position of overtime work which would otherwise accrue (see awards cited in paragraph "Second" of Award 5640).

It is established by the record that this work would have been performed on an overtime basis by the Clerks at Lindenwood, as it had been in practice, if Claimants had not been required to suspend work on their own regular assignments at Seventh Street in order to perform it.

Claims have been sustained under this Rule in favor of those who were deprived of the work or in favor of those who improperly performed it.

A W A R D

Claim sustained at the pro rata rate.

/s/ Hubert Wyckoff  
Chairman

I dissent.

/s/ T. P. Deaton  
Carrier Member

/s/ F. H. Wright  
Employee Member

Dated at St. Louis, Missouri June 22, 1959.