

ORG. FILE K-36-6
CARRIER FILE D-3027
NRAB FILE CL-9933

AWARD NO. 27
CASE NO. 27

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 when, beginning on or about September 15, 1956, it removed the overtime work previously attached to the Station Clerk position at Columbus, Mississippi, and coincident therewith required yard clerical employees at Amory, Mississippi, to suspend work on their regularly assigned positions in order to perform work regularly attached to clerical positions at Columbus, Mississippi.

(2) Mr. F. W. Bauer, Clerk at Columbus, Mississippi, now be allowed a call for each date, September 15 and December 15, 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.

Amory is the division headquarters point for the Carrier's Southern Division. Columbus is a station on the Columbus Sub-Division approximately 37 miles south of Amory and is a junction point with the Columbus and Greenville Railway.

Service over the Columbus Sub-Division consists of one through freight train in each direction daily and one local freight train in each direction daily except Sunday. There is no passenger service.

The station force at Columbus consists of five employees, all on day shift: an Agent, a Telegrapher-Clerk, two Clerks and a Helper. There are yard clerical employees on duty around-the-clock at Amory.

Clerical employees at Amory and Columbus are in the same seniority district.

The specific factual situation involved in this dispute concerns south-bound freight train 235 from Amory setting out cars on the interchange track at Columbus for delivery to the Columbus and Greenville Railway when no clerical employe was on duty at Columbus.

On the handling in dispute the Carrier is neither the waybilling station nor the destination station but is an intermediate carrier. In order to assure proper accounting, the Carrier maintains a Form 52 Report of carload freight moving on foreign line waybills delivered to connecting lines for road haul movement.

Prior to September 15, 1956 all work of handling Form 52 Reports, as well as other work in connection with the interchange of cars at Columbus, has been assigned to and performed by clerical employes at Columbus, both during the regular hours of their assignments and on overtime when necessary. Train crews delivered the waybills to the station at Columbus and set the through cars on the interchange track connection. When trains arrived at Columbus outside the regular assigned hours of the clerical force there, a clerical employe was held on overtime to extract the information required for the Form 52 Report from the waybills which accompanied the cars and to deliver the waybills.

Beginning on September 15, 1956 the Carrier instructed Yard Clerks at Amory to make a "memorandum copy" of the Form 52 Report of carload freight moving out of Amory in train 235 for interchange to the Columbus and Greenville Railway at Columbus and to send the "memorandum copy" to the Agent at Columbus. The train crew left the "memorandum copy" at the station and placed the waybills in a box provided for that purpose at the connection in order that the waybills might be delivered with the cars.

The "memorandum copy" contains all of the information necessary to render a Form 52 Report. For all practical purposes and in substance the "memorandum copy" is a Form 52 Report except for the formality that, from it, a clerk at Columbus still makes out the Form 52 Report which goes to the Auditor-Revenues at St. Louis as a weekly report. Since it is necessary to get the waybills to the connecting lines immediately after the cars are set on the interchange track at Columbus, or as soon thereafter as possible, it is necessary either to extract the information for the Form 52 Reports from the waybills, or to make the Form 52 Report, prior to delivery of the waybills to the connecting carrier.

The "memorandum copy" is a single copy report with no copies retained or maintained at Amory.

First. Here, as in SBA No. 194 Award 26, clerical employes were taken from their regular assignments and used to perform the established work of another position at a totally unrelated point in the same seniority district, which resulted in depriving the incumbent of the latter position of overtime which would otherwise have accrued.

Award 5331 and SBA No. 100 Award 29, cited by the Carrier, are not contrary to the conclusion here reached. In Award 5331 the employe used to absorb the overtime of another employe was on duty at the point and available at the point to perform work. And in SBA No. 100 Award 29 the Carrier eliminated overtime work by staggering the assignment of an additional employe.

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SBA 166 Award 5, SBA No. 117 Award 83 and SBA No. 61 Award 114, also cited by the Carrier, are not in point. Those three awards involved the elimination of yard checks and the elimination of the preparation of interchange or switch lists by Clerks which required Conductors to perform the interchange solely by the use of waybills left in a box when Clerks were not on duty. What is complained about here, on the other hand, is not the elimination of the preparation of Form 52 Reports at Columbus but what was in substance their preparation elsewhere.

Second. 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. Whether claims should be sustained in favor of both is a question which is not before us (see SBA No. 194 Award 15 paragraph "Third").

A W A R D

Claim sustained.

/s/ Hubert Wyckoff
Chairman

I dissent.

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employe Member

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