

C O P Y

ORG. FILE 8-48
CARRIER FILE D-2062
NRAB FILE CL-8439

AWARD NO. 9
CASE NO. 9

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 Labor Day, September 6, 1954, it used an employe who holds no seniority or other rights under the Clerks' Agreement to perform work which is attached to and regularly performed by the Cashier at Hayti, Missouri, on the work days of his regular assignment.

(2) That Mr. Preston Howell now be reimbursed for eight hours at the rate of time and one-half in addition to what he was paid account this violation.

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.

On Labor Day, 1954, the station forces at Hayti, Missouri, included an Agent-Telegrapher, 2nd and 3rd Telegraphers, a Cashier and a Yard Clerk.

Between 1930 and 1939 the Cashier position was intermittently established and abolished apparently attendant upon the cotton season and changing business conditions: the position was in existence less than half of the period 1930-1939. Since September 1939 it has been continuously in existence but has not included any holiday assignment except during the period November 1942 to December 1945. The three Telegrapher positions include holiday assignments around the clock.

On Labor Day 1954 the Agent-Telegrapher signed bills of lading, rated, figured extensions and billed 3 carloads of cotton, 2 of which were prepaid; and he also collected a check from a consignee of an l.c.l. shipment which the consignee picked up in response to a notice showing the shipment on hand and the amount of the freight charges.

First. The work in question here was clerical work but it has not been traditionally and customarily performed as the exclusive work of the Clerks. It is true that since 1939 until the date of claim the work has been exclusively

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assigned to a Cashier under the Clerks' Agreement but the assignment has never included holidays except for 3 years during the war; and it does not appear that Clerks were ever called or used on holidays when holidays were outside the hours of their regular assignment (see S.B.A. No. 194 Award 13).

Second. The essential question presented by this claim is not an original question. The possible application of Rules 44 (b), Rule 48 and the Interpretation to Rule 48 were considered in Award 4827 (this property) and it was there decided that the work could be performed by those employees who had also traditionally and customarily performed it.

Award 4827 requires a denial of the claim.

A W A R D

Claim denied.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri, December 17, 1957.