

PROCEEDINGS BEFORE SPECIAL BOARD OF ADJUSTMENT NO. 280

PARTIES TO DISPUTE:

Brotherhood of Maintenance of Way Employees)	)	Case No. 78
and	)	
St. Louis Southwestern Railway Company	)	Award No. 79

STATEMENT OF CLAIM:

1. The Carrier violated the Agreement between the Carrier and the Brotherhood of Maintenance of Way Employees when on December 6, 1961, it abolished position of three Assistant Foremen, E. Hales, Redus Brown and W. D. Scroggins, effective December 6, 1961, and gave the work to employees represented by the Brotherhood of Railway Clerks.

2. The Carrier shall be required to compensate claimant E. Hales for eight (8) hours each work day at Assistant Foreman's rate of pay by paying him the difference between the rate of position of section laborer and rate of Assistant Foreman, which position he occupied before it was abolished, beginning with his regular assignment, December 14, 1961, and until such time as our Agreement is complied with.

3. The Carrier shall be required to compensate Redus Brown for eight (8) hours each work day at Assistant Foreman's rate until such time as his position is reestablished and our Agreement is complied with.

4. The Carrier shall be required to pay Machine Operator L. L. Hodge the difference in machine operator's rate and section laborers' rate, effective January 3, 1962, until such time as our Agreement is complied with, account Assistant Foreman W. D. Scroggins exercised his seniority and displaced Assistant Foreman C. H. Beckwith, Lewisville, Arkansas, who exercised his rights and displaced Machine Operator Hodge.

FINDINGS:

Upon the whole record and all the evidence, after hearing, the Board finds that the parties herein are Carrier and employee within the meaning of the Railway Labor Act, as amended, and that this Board is duly constituted by agreement and has jurisdiction of the parties and of the subject matter.

The Board finds that the ice dock laborers are not under the scope of the Maintenance of Way Agreement; they are not represented by any organization. The claimants who were assistant foremen had their jobs abolished on December 6, 1961 due to the fact that the number of cars needing icing at Pine Bluff continued to decrease to the extent that there was not sufficient icing performed to justify the use of the claimants to supervise this work.

AWARD:

Claim denied.

/s/ Thomas C. Begley
Thomas C. Begley, Chairman

/s/ A. J. Cunningham
A. J. Cunningham, Employee Member

/s/ M. L. Erwin
M. L. Erwin, Carrier Member

Issued at Cleveland, Ohio
this 3rd day of April, 1968