

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19472
Docket Number CL-19212

Gene T. Ritter, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(
(Boston and Maine Corporation

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6944)
that:

1. Carrier violated the rules of the Clerks' Agreement, effective September 1, 1952, as amended, particularly Rule 1 when on Saturday, March 25, 1970 it permitted janitorial work to be performed by employees not entitled thereto at its passenger station in Lowell, Mass.
2. Carrier show now be required to pay D. Simoneau six and one-half (6½) hours pay, at the punitive rate for March 25, 1970.

OPINION OF BOARD: The herein claim seeks overtime payment for the Janitor at the Lowell, Massachusetts passenger station account a Car Inspector, an employe working under a different Craft's Agreement, cleaning the station floor during the third trick on Saturday, March 25, 1970. It is uncontested in the record that the work in dispute was performed by the Car Inspector. Carrier does not deny the subject work comes under the scope of the Clerks' Agreement; and furthermore, they concede that the cleaning of the station floor at Lowell, Massachusetts is not part of the duties of a Car Inspector from the Mechanical Department. Carrier points out, however, that on the night in question the third trick Car Inspector came to work and having no work to perform on Budd cars, decided that the station floor needed cleaning and he washed it entirely on his own.

In Award 10549 this Board considered a claim involving the voluntary and unauthorized act of an employe of one craft performing the duties of an employe of a different craft. In that Award we dismissed the Claim, holding in part:

"The record indicates that there was only one parlor car in service on Train No. 15 on October 10, 1957, and that a porter-in-charge, in keeping with the provisions of Rule 52, was properly in charge of that car. The record also indicates that it was the function of the porter-in-charge to pick up the parlor car tickets of passengers in Car P-30. Consequently, Train Conductor Holden's act was not only unauthorized but also improper.

"The Carrier had never instructed Train Conductor Holden to pick up parlor car tickets. Furthermore, such work was outside the scope of Holden's job duties. To hold the Carrier responsible for Holden's voluntary, unauthorized act would be to place the Carrier in an indefensible position and subject it to absurd and limitless claims."

We will follow that reasoning here and dismiss the Claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 30th day of October 1972.