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SPECIAL BOARD OF ADJUSTMENT NO. 122

THE PITTSBURGH AND LAKE ERIE RAILROAD COMPANY
THE LAKE ERIE AND EASTERN RAILROAD COMPANY
vs
BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

AWARD NO. 5
CASE NO. 11

STATEMENT OF CLAIM:

Claim of Clerk R. D. Scott for the difference between straight time rate and time and one-half rate for service performed on yard clerk assignment, Job 313, 11:30 P.M., West Aliquippa, September 5, 1953. (CL-174)

FINDINGS: The Board, upon the whole record and all the evidence, finds that:

The Carrier or Carriers and the employee or employees involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

The Board has jurisdiction over the dispute involved herein. The parties to said dispute were given due notice of hearing thereon.

A tour of duty on Yardmaster Job 220, same being subject to the terms and conditions of the Yardmasters' Agreement, cannot be combined with an ensuing stint as Yard Clerk, Job 313, a classification within the scope of the Clerks' Agreement, so as to constitute a double-over within the meaning of Clerks' Rule 28. To qualify either for the benefits provided in said provision or the overtime increments set forth in Rules 27 and 29 (a), the accumulated hours must be credited to jobs which are covered by the Clerks' Agreement.

AWARD: Claim denied.

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/s/ Harold M. Gilden
Harold M. Gilden, Neutral and Only
Member thereof.

Pittsburgh, Pennsylvania
April 25, 1957