

It would appear that in providing that the term "special services" was not intended to apply to clerical work the parties contemplated that some type of work other than clerical was included within that term. It is evident from the practice cited by the Carrier and by handling of similar claims that the employes have recognized that the term "special services" includes work of the nature here involved. Accordingly it would appear that in using the words "clerical work" in Rule 1(d)1 the parties intended to exclude from the term "special services" work of the nature described in the definition of a clerk in Rule 1(a). Clearly the work performed by these contractors was not of such a nature. It cannot be said the practice shown is in conflict with the peculiar wording of Rule 1(d)1, which rule is distinguishable from the rules in the awards cited by the employees. Accordingly we hold the practice to be controlling with respect to the meaning of the rule and find no violation of the agreement except at Johnstown where the amount paid under the contract exceeded \$48.00 per month.

The claim with respect to Johnstown was initially made on February 14, 1955. Reparation under this award, therefore, will begin with December 16, 1954 and it appearing that the contractor performed no work on Saturdays and Sundays, such reparations will be on the basis of a call for five days each week continuing until May 2, 1955, when the contract was cancelled or amended so that the amount paid did not exceed \$48.00. The question of who is entitled to payment will be referred back to the parties.

AWARD

Claim disposed of as indicated in Findings.

/s/ Francis J. Robertson
Chairman

/s/ E. J. Hoffman
Employee Member

/s/ T. S. Woods
Carrier Member

Dated at Baltimore, Maryland this
27th Day of August, 1959.