

COPY

SPECIAL BOARD OF ADJUSTMENT NO. 192

PARTIES :

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
and
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 22

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(1) Carrier violated the Clerks' Agreement when it assigned Relief Clerk R. L. Brokaw, Mansfield, Ohio, beginning with January 8, 1955, to perform cleaning work when his assignment calls for him to relieve the Rate Clerk, and

(2) That Claimant R. L. Brokaw be paid for one day at Trucker's rate on January 8, 1955, and each subsequent date he is required to perform such cleaning work.

FINDINGS:

Claimant held a regular relief assignment relieving a Rate Clerk at Mansfield, Ohio, on Saturdays, the Yard Clerk at Shelby on Sundays and Mondays and the Ticket Clerk at Mansfield on Tuesdays and Wednesdays. On January 8, 1955 and February 19, 1955, he was instructed to perform certain cleaning work in the freight office on Saturdays. Prior to that time the cleaning work involved was performed by a trucker and was not performed by the incumbent of the Rate Clerk's position.

The employees' main argument in support of this claim is centered around the asserted reservation of work in one of the four Groups as opposed to other Groups listed in Rule 1 (Scope). In our Award in Docket No. 45 we indicated that such reservation of work is not absolute. In any event we do not find Rule 1 (Scope) to be the controlling rule in this case. Its disposition is governed by Rule 3(e-2), which reads as follows:

"(e-2) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving."

Since it is shown that a trucker normally performs the cleaning work here involved and that the duties of the position which the claimant was relieving did not include such cleaning work, the assignment thereof to the claimant on Saturdays was violative of the requirements of Rule 3(e-2).

It follows that the claim should be sustained in accordance with the practice of the parties for four hours at pro rata since it is shown that no more than that amount of time was spent by the claimant in performing the cleaning work involved.

AWARD

Claim (1) and (2) sustained to the extent 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
25th day of August, 1959.