

SPECIAL BOARD OF ADJUSTMENT NO. 192



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

AWARD IN DOCKET NO. 27

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

(1) Carrier violated and continues to violate Rules 1, 4(b-2), and other Rules of the Clerks' Agreement when it permitted the Trainmaster to assist the Chief Clerk on Mondays in the performance of certain work assigned to the Chief Clerk, and permitted the Chief Clerk on Mondays to perform other work which on other days of the week is assigned to the Yard Clerk, and

(2) That S. J. Cutlip, holding position 63-1-561, Yard Clerk, Cowen, W. Va., be paid for one day on each date, March 23, 30, April 20, 27, May 4, 11, 18, 25, June 1, 8, 15, 22, 29, July 6, 13, August 3, 10, 17, 24, September 14, 21, October 5, 12, 19, 26, November 2, 9, 16, 23, 30, December 7, 14, 21, 1953; and J. H. Morris, holding position 63-1-569, Yard Clerk, Cowen, W. Va., be paid for one day on each date August 31 and September 23, 1953; as well as similar claims on subsequent dates for each Claimant.

FINDINGS: Claimant Cutlip is the incumbent of a yard clerk position at Cowen, W. Va., working Tuesday through Saturday. On Sundays relief is furnished on that job by the holder of a regular relief assignment. On Mondays the Chief Clerk absorbed the duties of the position. It is asserted by the employees that the Trainmaster assumed the duties of the Chief Clerk's position on Mondays when he (the Chief Clerk) was out calling crews, work normally performed on the yard clerk's position.

There is no concrete proof shown by the employees to establish that the Trainmaster performed any of the work normally performed by the Chief Clerk while the latter was calling crews or at any other time on the dates of claim. The Carrier denies that the Trainmaster did such work and inferences to be drawn from correspondence submitted by the Carrier in connection with a claim for the proper rate on the Chief Clerk's position support the Carrier's view. In this situation we have no alternative but to hold that the employees have not shown sufficient facts to establish a violation of the Agreement and therefore that the claim should be dismissed.

AWARD

Claim dismissed.

/s/ Francis J. Robertson
Francis J. Robertson
Chairman

E. J. Hoffman
Employee Member

/s/ T. S. Woods
T. S. Woods
Carrier Member

Dated at Baltimore, Maryland this 19th day of February, 1959.