

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. 33

STATEMENT  
OF CLAIM:

Claim of the System Committee of the Brotherhood that:

(1) Carrier violated the Clerks' Agreement when it refused and continues to refuse to assign the work attached to and performed by Baggage and Mail Porter at Harpers Ferry, W. Va., on Monday through Friday, to employees covered by the Agreement on Saturdays. The Saturday work is assigned to an independent contractor who is not covered by the Clerks' Agreement, and

(2) That Baggage and Mail Porter L. R. Sampson and/or his successor or successors in interest, if any, shall be paid for eight hours at overtime rate (\$12.54 per day plus increases) on July 23 and 30, August 6, 13, 20 and 27, September 3, 10 and 17, 1955, and subsequent dates until the violation is corrected.

FINDINGS:

On June 7, 1954, the Carrier established a new position of Baggage and Mail Porter at Harper's Ferry under the Clerks' Agreement. Among other duties the incumbent of the position handled mail between the station and the Post Office for trains arriving during his tour of duty. Prior to the establishment of this position a contractor was handling the mail on Saturdays for \$20.00 per month. This same contractor continued to handle the mail on Saturdays after the establishment of the Baggage and Mail Porter position.

The Carrier argues that the "special service" exception in Rule 1(d)1 applies to the service performed on the Saturdays involved. We see no merit in this argument. By establishing a position and placing the service performed under the Agreement, Carrier removed it from the category of "special service" and thereafter its performance would be governed by the other rules of the Agreement. Accordingly, we find that a sustaining Award is indicated. It appears that the Post Office Department took over handling of mail on February 1, 1958, and accordingly the claim ceases on that date.

The proper payment under numerous decisions of the Third Division, National Railroad Adjustment Board, is pro rata, not time and one-half as requested in the statement of claim.

AWARD

- Claim (1) sustained.  
Claim (2) sustained at pro rata rate.

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

/s/ E. J. Hoffman  
E. J. Hoffman, Employee Member

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

Dated at Baltimore, Maryland,  
this 18th day of February, 1959