

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. 6

STATEMENT  
OF CLAIM:

(1) Carrier violated Rule 1 and other Rules of the Clerks' Agreement by permitting those not coming under the scope of the Clerks' Agreement to perform clerical duties, and

(2) That Claimants M. F. Floyd, Timekeeper, rate \$17.76 per day, W. W. Shook and F. C. Klaus, Time Clerks, Road Train and Enginemen, rate \$16.47 per day, be compensated for thirty (30) hours each at their daily rate on an overtime basis.

FINDINGS:

There is a similarity between the claim involved here and that involved in our Award in Docket No. 8. The only difference in facts is that after a survey made by employees in the office of the Manager Labor Relations had been completed in connection with a pending claim, an Award was issued by a Special Board of Adjustment. A statement showing the amount due each employee was then prepared by employees in the office of the Manager Labor Relations by applying the basis of payment prescribed by the Award to the information appearing on the survey. This statement was then submitted to the Organization involved for approval and later transmitted to the Accounting Department to make the necessary payroll adjustments.

The manner in which the involved payroll adjustments were accomplished appears to be in accord with the usual procedure cited by the then General Chairman in a letter dated October 15, 1952 in which he stated:

"It is customary in claims of this kind that after the amount of time on each time slip has been determined the slips are then forwarded to the accounting office where the time clerks place the adjustment first on the individual time sheets and then on the payrolls. This was accomplished by either taking the necessary information from the individual time slips or from a prepared joint statement showing the time to be allowed each individual employee involved." (Emphasis supplied)

Although the employees seek to distinguish what was done here from the procedure cited with approval by the former General Chairman in the aforesaid quotation we see no distinction between the two, except perhaps for the fact that the joint statement here involved reflected the actual amount due each employee whereas the joint statement referred to by the former General Chairman may not in all instances have contained the

arithmetical computation of monies due. However, it appears that clearance of the amounts involved in this instance was necessary for agreement between the Carrier and the Organization on its disposition of claims affected by the Award and securing that agreement is a necessary function of the office of the Manager Labor Relations. It follows that there is no basis for a sustaining Award.

AWARD

Claim (1), (2) denied.

/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  
13th day of January, 1959.