

SPECIAL BOARD OF ADJUSTMENT NO. 287

[illegible]

AWARD IN DOCKET NO. 14

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

(1) The Carrier violated the Agreement when it established a position designated as 'Relief Watchman-Trackman' with such position to be worked at the Watchman's rate instead of at the Trackman's rate.

(2) The employe assigned to the aforesaid position and his successor or successors if there be any, be paid the difference between what was paid at the Watchman's rate and what should have been paid at the Trackman's rate."

**FINDINGS:** Carrier argues that what it did here was to advertise a "relief position to work on Mondays as trackman, Tuesdays as a crossing watchman at 6th Street, Braddock, from 8:00 a.m. to 5:00 p.m., Wednesdays as Trackman and Thursdays and Fridays as crossing watchman at 11th Street, Braddock, from 8:00 a.m. to 5:00 p.m., with Saturdays and Sundays as rest days," under Rule 17 (e-1).

Organization says Carrier "established a position designated as 'Relief Watchman-Trackman' with such position to be worked at the Watchman's rate instead of at the Trackman's rate," as required by Rule 9 (c).

Carrier's bulletin shows it was establishing a "Relief Watchman-Trackman" position to work as a crossing watchman on Tuesdays, Thursdays and Fridays, and to work on his regular assigned section on Mondays and Wednesdays.

It is evident that the prime purpose of the assignment was to provide Carrier with relief crossing watchman service.

Rule 17 (e-1) upon which Carrier relies is, in essence, a directive to establish "all possible regular relief assignments x x x" to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement."

An analysis of the parties' contentions and arguments leads us to conclude that Rule 17 (e-1) is, in contrast, a general rule without restriction to classification' whereas Rule 9 (c) is a specific Rule applying to situations "where vacancies on watchman positions are not protected by extra lists," in which event a "Trackman-Watchman" position may be established.

Carrier's written submissions are silent as to whether the vacancies at the crossings concerned are protected by extra lists. The subject was discussed by the Carrier Member in an executive session of this Board.

He said the position was established because crossing watchmen were not protecting these vacancies.

It is thus evident that vacancies on watchman's positions involved "are not protected" by extra lists; otherwise there would be no need for the position here involved.

Therefore, and in consideration of the fact that the applicable agreement recognizes Trackman-Watchman positions only in one place in this Agreement -- Rule 9 (c) -- we will hold that the position here involved could only have been established thereunder, and the occupant thereof is entitled to be paid at the Trackman's rate.

AWARD

Claim sustained.

(s) Edward A. Lynch  
Edward A. Lynch  
Chairman

(s) A. J. Cunningham  
A. J. Cunningham  
Employee Member

(s) T. S. Woods  
T. S. Woods  
Carrier Member

Dated at Baltimore, Maryland,  
this 28th day of March, 1960.