

SPECIAL BOARD OF ADJUSTMENT NO. 192

PARTIES:

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



AWARD IN DOCKET NO. 13

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

(1) Carrier violated Rule 1(c) and other Rules of the Clerks' Agreement when at the close of business January 21, 1954, it abolished position of Stenographer-Clerk in the office of Terminal Trainmaster, Parkersburg, W. Va., rate of pay \$13.83 per day, and

(2) That Carrier now compensate Miss F. N. Lavelle and/or her successors in interest for wage loss sustained on January 22, 1954, and subsequent dates due to improper abolishment of such position.

FINDINGS:

The claim arises as result of alleged improper reassigning of duties of an abolished position of Stenographer-Clerk in the office of the Terminal Trainmaster at Parkersburg, W. Va.

Succinctly stated the employees' complaint of violation is based on the following three contentions:

- (1) Some of the items of work remaining on the abolished position were assigned to individuals and not positions.
- (2) That the incumbents of excepted positions write their own letters in longhand, which correspondence was handled by the incumbent of the abolished position.
- (3) Some stenographic work was assigned to an excepted position.

Although names are used in the joint check rather than position numbers it is apparent that the work was assigned to those individuals as incumbents of a position. It is claimed by the employees that the incumbents of the positions to whom this work was re-assigned only receive the rate for that work when they perform it. However, we are not here concerned with the proper rate for the position to which the work involved was re-assigned but only with the propriety of the re-assignment under Rule 1(c)3 of the Agreement. We perceive no violation of the agreement in this respect and accordingly find no merit in the employees' first contention.

The use of a pen, pencil or typewriter to write one's own correspondence is not the exclusive work of clerks. If the Carrier chooses to require its officials to handle their own correspondence in this manner they may properly do so, provided there is no regular requirement that they devote more than four hours per day to that type of work. Accordingly, the employees' second contention is without merit.

There is merit in the employees' third contention. It appears that one item of work involving the answering of correspondence at the direction of the Assistant Road Foreman of Engines on occasion is performed by the Secretary to the Trainmaster at Clarksburg, W. Va., an excepted position. This item of work was

improperly re-assigned and to that extent we find a technical violation of the agreement. Inasmuch as we are not acquainted with the exact amount of time or the days when such work was performed the second part of the claim will be referred back to the parties for further handling.

AWARD

Claim disposed of as indicated in Findings.

/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

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