

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. 17

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

(1) Carrier violated the terms of the Clerks' Agreement when it failed to grant General Clerk-Typist Wm. Z. Lynn full cooperation in his efforts to qualify on position of that classification awarded him, to which he was assigned on February 25, 1955, and removed on March 8, 1955, and

(2) That William Z. Lynn be compensated for one day at the rate of \$14.25 per day for March 9, 1955 and each subsequent day thereafter until restored to the position.

FINDINGS:

Claimant was senior applicant for a General Clerk-Typist position and was awarded the same on February 25, 1955, after having posted thereon since January 13, 1955. On March 8, 1955, he was removed from the job on the ground that he was not qualified.

The record of the hearing held pursuant to the requirements of Rule 32 indicates that it was conducted in a fair and impartial manner. At the hearing substantial evidence was introduced to show that the claimant was deficient in the performance of certain vital aspects of the job duties.

The employees contend that the claimant was not given full cooperation of supervisors and employees in his efforts to qualify as required by Rule 32. There is, however, an inconsistency between this position and the testimony adduced at the investigation. The claimant testified that he thought he was qualified to handle the various aspects of the job on February 25, 1955. Obviously, some cooperation must have been afforded to him prior to that date in learning the duties of the position and apparently that cooperation was sufficient to enable him to learn those duties well enough (at least in his own thinking) to feel that he had sufficient qualifications for the job. He was given ample opportunity to demonstrate his qualifications but failed to do so.

We find no basis for holding that the Carrier violated the Agreement.

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
18th day of February, 1959.