

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. 21

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

(a) Carrier violated the Rules of the Clerks' Agreement when it required and/or permitted Relief Agent D. C. Dawson, an employee not covered by the Clerks' Agreement, to perform clerical work at Brockway, Pa., subsequent to the abolishment of position of Chief Clerk-Cashier, No. 73-1-398, rate of \$14.39 per day, and

(b) That former incumbent and Extra Clerk J. F. Provinsky be paid one day's pay at the rate of \$14.39 per day on February 28, March 21, April 7, 8, 21 and May 6, 1955.

FINDINGS:

The Carrier abolished a position of Clerk-Cashier at Brockway, Pennsylvania, effective January 8, 1955, and assigned the remaining duties to the Agent. On the dates of claim the Carrier assigned a Relief Agent to assist the Agent. Except for the dates on which claim is made, there does not appear to be any question raised by the employees with respect to the performance of work at Brockway from January 8, 1955 to June 15, 1955, the latter being the date on which the clerical position was restored.

The employees assert that the Relief Agent was assigned to assist the Agent as the clerical work had increased to such an extent that assistance was needed. The Carrier pleads that the only work performed by the Relief Agent was that which was performed on the Agent's position and not of the nature of work which was formerly assigned to the Clerk-Cashier's position. However, the work performed by the Agent fits the description of work set forth in the definition of a clerk in Rule 1. The assignment of the Relief Agent following so closely upon the abolition of the clerical position, it is only reasonable to conclude that the clerical work on the Agent's position had increased to such an extent that it had exceeded the capacity of the Agent to perform it and assistance was needed. For purposes of argument, it may be conceded that without violation of the Clerks' Agreement, a Relief Agent may be required to check an Agent's accounts or to break in a newly assigned Agent, but on the facts of this case it appears that the Relief Agent was actually required to perform the clerical work involved. Under these circumstances, we find that a clerk should have been called.

AWARD

Claim (a) and (b) sustained.

/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
19th day of February, 1959.