

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. 26

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

(a) Carrier violated the Clerks' Agreement when it did not compensate Rate Clerk H. B. Zimmerman, Cincinnati, Ohio, for five hours and forty minutes at pro rata rate on August 19, 1955, in compliance with Rule 24(a) of the Clerks' Agreement, and

(b) Claimant Zimmerman shall now be allowed five hours and forty minutes pay in addition to compensation received by him for services rendered on Friday, August 19, 1955.

FINDINGS: Claimant, a rate clerk, assigned to the General Freight Office in Cincinnati, was required to perform service away from his headquarters in Chicago. His regular hours were from 8 AM to 5 PM. He left Chicago for Cincinnati on Friday, August 19, 1955, at 1.15 PM, arriving at 10.40 PM. He claims 5 hours 40 minutes pro rata pay from 5 PM to 10.40 PM on Friday.

The disposition of this claim turns upon the application of Rule 24(a), which in pertinent part reads as follows:

"Employees not regularly assigned to road service, who are temporarily required to perform service away from their headquarters, which necessitates their traveling, shall be allowed necessary expenses while away from their headquarters, and will be paid pro rata for any additional time required in traveling to and from the temporary assignment, except that where lodging is furnished or paid for by the railroad, no additional compensation will be allowed unless actually required to perform service in excess of eight (8) consecutive hours exclusive of the meal period."

The claimant had been in Chicago for several days prior to Friday and his necessary expenses and lodging were paid for by the railroad. The employee's claim is apparently based on the fact that the railroad neither paid for nor furnished lodging on Friday night.

It is clear that claimant was not required to perform service (within the meaning of Rule 24(a)) after his regular hours on Friday. His lodging was paid for by the railroad while he was traveling. Therefore, the exception with respect to the payment of additional time applies. This is the interpretation which has been followed for many years on this Carrier and the rule clearly admits of such an interpretation. While the employees assert that they have not concurred in

such an interpretation there is no record of any instance of protest. To interpret the rule as the employees now contend could well work to the disadvantage of the individual involved. Under the interpretation contended for by the employees, the Carrier without penalty could have held the claimant in Chicago until the end of the working day and furnished him with Pullman accommodations on the night train at little additional expense to it, but with considerable inconvenience to the employee involved.

AIJARD

Claim (a) and (b) 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
19th day of February, 1959