

C O P Y

SPECIAL BOARD OF ADJUSTMENT NO. 192

PARTIES: BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
and
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 4

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

(1) Carrier violated the rules of the Clerks' Agreement when it improperly compensated H. C. Headley, Relief Material Distributor and Laborer, Stores Deparment, Parkersburg, W. Va., beginning with January 4, 1954, and

(2) That Claimant H. C. Headley be paid the difference between the Laborer's rate of pay and the Store Helper's rate of pay on January 4, 1954, and on each and every subsequent day on which his position is classified and paid as a Laborer until such time as the condition is corrected and rate of pay adjusted.

FINDINGS:

Prior to January 3, 1954, the claimant held a position designated as Stores Helper. That position was abolished effective with the close of business on January 3, 1954. The claimant then displaced on a position entitled "Relief Material Distributor and Laborer." It is claimed that on the three days in each week when the claimant filled the position of laborer he performed store helper's work and that he should be paid the difference between the rate of Laborer and Store Helper until the condition is corrected.

Although the employees cite both Rule 16 (Preservation of Rates) in support of the claim along with Rule 20 (Rates) it is clear that the disposition of this claim turns upon the question of whether or not the latter rule has been violated.

Rule 20 provides as follows:

"Established positions shall not be discontinued and new ones created covering relatively the same class of work which will result in reducing rates of pay or evading the application of these rules."

The employees contend that the work which the claimant performed on the three days in each week when he worked as a laborer on the position on which he displaced was no different from the work which he formerly performed as stores helper on five days a week when he occupied the abolished position. The Carrier disputes this although it does not question the fact that the stores helper as part of his assigned duties performs many tasks which are also performed on a laborer's position.

In order to prevail in this case it is incumbent upon the employees to show that the duties of the laborer's position were changed after January 3, 1954 in order to cover relatively the same class of work which the claimant was performing on the store helper's position. While the record clearly discloses that after that date claimant performed many of the same tasks which he had previously performed on the store helper's position it is clear that those duties were common to both positions. It further appears that claimant was not required to perform any record keeping work after January 3 and it is that type of work which is peculiar to the store helper's position and which to a great extent is the distinguishing feature in the work of the two classifications. On the basis of the record before us we can come to no other conclusion than that the employees have failed to sustain the burden of showing sufficient facts to establish a violation of the agreement. Accordingly, we find that a dismissal Award is indicated.

AWARD

Claim (1), (2), dismissed.

/s/ Francis J. Robertson

Francis J. Robertson

Chairman

/s/ T. S. Woods

T. S. Woods

Carrier Member

Dated at Baltimore, Maryland this
17th day of February, 1959.