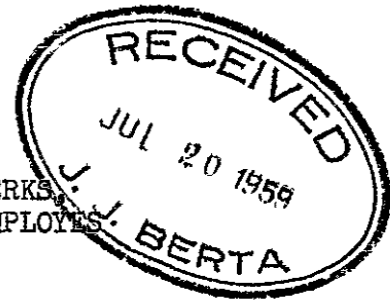


SPECIAL BOARD OF ADJUSTMENT NO. 192



PARTIES:

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

AWARD IN DOCKET NO. 7

STATEMENT

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

(1) Carrier violated the Rules of the Agreement when on August 31, 1954, it abolished certain positions of Weighmasters at Connellsville, Pa., Scale Office and unilaterally transferred the work to the Scale Office, New Castle Junction, Pa. (Akron-Chicago Division) and Cloe, Pa. (Buffalo Division) without regard for the provisions of Rule 28 and other Rules of the Clerks' Agreement, and

(2) That A. A. Tressler, Jr., J. D. Davis, J. D. Brooks, H. G. Fisher, R. E. King and/or others of interest adversely affected by compensated for wage loss sustained beginning with September 1, 1954, and subsequent dates.

FINDINGS:

Due to the reconstruction of Connellsville yard facilities it was necessary to take the scale there out of service. As a result the position of weighmaster on all three tracks and the relief position at that point were abolished. These abolishments were accomplished from August 31, 1954 to September 5, 1954. The positions were re-established during the period May 12-20, 1955, when the scale track was put back in operation. The claim is for the wages on behalf of the occupants of the abolished positions at Connellsville and others adversely affected.

The employees assert that the weighing and billing of cars that was formerly done at Connellsville was transferred to New Castle Junction, Pa. and/or Cloe, Pa. It is shown that two additional Weighmaster positions and two additional positions of relief clerk were established at New Castle, which positions were awarded to employees on the Akron-Chicago District, a seniority district other than that in which Connellsville was included.

The employees cite a number of rules in support of this claim but it is clear that the disposition of the claim turns upon whether or not Rule 46 applied to the alleged transfer of work from Connellsville and, if so, whether or not the Carrier was in compliance therewith.

Rule 46 treats of transfer and provides among other things that employees assigned to positions that are transferred from the jurisdiction of one immediate supervisory officer to another, or from one city or town to another, may, if they elect, transfer with their positions or work.

The Carrier's principal argument in opposition to this claim is that weighing is done all over the system and that weighing was performed at New Castle and Cloe, Pa., before the reconstruction program was commenced at Connellsville and that weighing is not an identifiable type of work such as contemplated in the provisions of Rule 46.

It may be conceded that Rule 46 does not restrict the Carrier from performing weighing work at such locations as the requirements of the service may dictate and that where such work is distributed to various points on the system it may become absorbed to such an extent that it cannot be identified as work transferred from one seniority district or location to another as contemplated in Rule 46. However, under the facts as they appear here it is apparent that the additional work involved at New Castle was work which during this interim period would have been performed at Connellsville if the scales had not been taken out of service. That this is so is evidenced by the Contention of Management appearing in the Memorandum of Conference following handling between the Division Chairman and the Superintendent in which it was stated:

"Employees at Scale at Connellsville were contacted as to whether or not they desired to transfer to a point where additional force was added account increased work account scale at Connellsville being closed down and they declined to accept any transfer."

The above quoted statement points up the puzzling aspect of this claim. The employees concede that the employees at Connellsville scale were so contacted since they state in their Position:

"As previously mentioned the employees at Connellsville Scale were at no time offered employment at New Castle, Pa. on the basis of the positions being transferred under Rules 28 and 46. At the time they were contacted as contended by the Superintendent they would have been glad to follow their work if something would have been agreed to under Rules 28 and 46, but they were unwilling to go to New Castle, Pa. and be given the work in lieu of outsiders."

Conceding the application of Rule 46 to the increased work of weighing at New Castle it would appear that any loss of wages because of the closing of the scales at Connellsville was suffered on account of claimants' refusal to transfer and that factor would preclude the award of any compensation. Thus the issue with respect to the application of Rule 46 becomes strictly academic. For this reason we find that this claim should be dismissed.

AWARD

Claim (1) and (2) dismissed.

/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