

SPECIAL BOARD OF ADJUSTMENT NO. 374

Brotherhood of Railway and Steamship Clerks, Freight Handlers,
Express and Station Employees

and

The Pennsylvania Railroad Company

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Rules Agreement effective May 1, 1942, except as amended, particularly Rule 3-A-1 and Item 7 of Extra List Agreement No. 6, at Hawthorne Yard, Indianapolis, Indiana, South-western Region, when it used regularly assigned clerk S. Wyeth, to fill vacancies on the position of Clerk D. D. Crum on certain dates.

(b) The Claimant, C. M. Stoker, should be allowed eight hours pay for July 30 and 31, August 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, and October 16, 17, 18, 19 and 23, 1956. (Docket 252)"

FINDINGS:

Here the parties are agreed that on two dates in July and ten dates in August of 1956 D. D. Crum, "assigned as clerk in connection with the selection of cars for commodity loading" was on leave of absence.

Crum, on 5 dates in October, filled a vacation vacancy on the job of Lead Clerk R. F. Ball. On those dates, Carrier assigned S. Wyeth to fill Crum's job.

C. M. Stoker, (Roster No. 180) temporarily assigned to position B-24-G at Hawthorne Yard, Indianapolis, is claiming he should have filled Crum's job instead of S. Wyeth (Roster No. 211).

It is Carrier's contention that when Crum was assigned to the job in question, the Organization protested in behalf (Docket 251) of Clerks Shumway and Willard for Carrier's failure to bulletin the job it assigned to Crum.

Carrier replied that Crum held a "special duty assignment (which) supervised the selection of cars for commodity loading" which (position) "does not come within the coverage of the Clerks' Agreement x x x."

However, because on certain dates Crum "performed certain work normally performed by clerical employees," the Carrier offered to settle that claim by allowing 3 hours daily for the period in question.

Carrier says the Organization accepted this offer of settlement.

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Award No. 6

Having done so, we must conclude, in respect of this claim, the Organization agreed Crum's job does not come within the coverage of the Clerks' Agreement. This claim will be denied.

AWARD:

Claim denied.

Signed this 12th day of December 1961.

s/ Edward A. Lynch
E. A. Lynch, Chairman

s/ A. E. Myles
A. E. Myles, Carrier Member

s/ A. B. Seward
A. B. Seward, Employe Member