

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Frank M. Swacker, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS
AND STATION EMPLOYES**

**GULF COAST LINES, INTERNATIONAL-GREAT
NORTHERN RAILROAD COMPANY, SAN ANTONIO,
UVALDE & GULF RAILROAD COMPANY, SUGARLAND
RAILWAY COMPANY, ASHERTON & GULF
RAILWAY COMPANY**

STATEMENT OF CLAIM: "Claim of J. W. Dumas for one hour and forty-five minutes overtime, 7:45 P. M. to 9:30 P. M. on January 19, 1937; one hour and thirty minutes overtime, 8:00 P. M. to 9:30 P. M. on March 6, 1937; two hours overtime, 7:15 P. M. on March 18, 1937, and 2 hours overtime, 7:00 P. M. on March 20, 1937, account failure of carrier to call him to receive and deliver baggage and using in his place a representative of the Passenger Traffic Department, who holds no rights under our Agreement."

EMPLOYES' STATEMENT OF FACTS: "There are two regularly assigned baggage clerks at Austin, Texas. The first trick baggage clerk is assigned, 7:00 A. M. to 4:00 P. M., with a meal period of one hour. The second baggage clerk, Mr. Dumas, is assigned 9:30 P. M. to 1:30 A. M. and 2:30 A. M. to 6:30 A. M. Between the hours of 6:30 A. M. and 7:00 A. M. and between the hours of 4:00 P. M. and 9:30 P. M. there is no baggage clerk on duty and the baggage room is closed.

"On January 19th, 1937, at 7:45 P. M., it was necessary to receive and check baggage for Paul Whiteman's Orchestra, also to deliver baggage to the same parties. Eleven trunks were received and checked to Shreveport, La. Three trunks were received and checked to Fort Worth, Texas, and two trunks were delivered. There was no baggage clerk on duty and instead of calling Mr. Dumas to perform this work, a representative of the Passenger Traffic Department received, checked and delivered this baggage.

"On March 6th, 1937, at about 8:00 P. M., a passenger called for his baggage, and as previously stated, no baggage clerk was on duty at this time. This baggage was delivered by a representative of the Passenger Traffic Department. On March 18th, 1937, at 7:15 P. M., a passenger brought one trunk and one suitcase to be checked to Los Angeles, California. The baggage room was opened and the baggage accepted by a representative of the Passenger Traffic Department. On March 20th, 1937, at 7:00 P. M., a passenger called for baggage and again a representative of the Passenger Traffic Department delivered the baggage.

Porter are covered by Clerks' Agreement dated December 1st, 1926. This same force has been maintained for past 8 years. The hours are so arranged that there is some one on duty during the 24 hour period.

"It is the contention of the Carrier that Baggage Clerk Dumas worked his regular hours, that there is nothing in the Agreement that provides for calling a certain man to perform certain work, that it is proper and has been the practice for a number of years for Ticket Agents and other Agents to receive and deliver baggage during their tour of duty.

"This claim is an endeavor to have your Honorable Board define duties each man can perform at a station and should be declined."

OPINION OF BOARD: The work involved in this claim, that of checking, receiving and/or delivering baggage at the passenger station, Austin, Texas, is covered by the Scope Rule of the current agreement between the parties hereto.

The City Passenger and Ticket Agent who performed the work in question during January and March, 1937, occupies an excepted position, one not within the scope of the agreement in evidence. The carrier, therefore, violated the current agreement when it permitted the occupant of the position of City Passenger and Ticket Agent to perform the work in the baggage department to the detriment of employees holding seniority rights to perform it.

The current agreement was violated, and the claim of Mr. Dumas should be sustained.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence, finds and holds:

That the carrier and the employee involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Scope and Seniority Rules were violated by the carrier, and the claimant was entitled to have been given the work.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 29th day of April, 1938.