

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Benjamin C. Hilliard, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE ATCHISON, TOPEKA & SANTA FE RAILWAY
COMPANY

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers on the Atchison, Topeka & Santa Fe Railway that (a) the duties of carrying United States mail and parcel post between the railroad station and post office by employes under the provision of the Telegraphers' Schedule at Kress, Texas are unduly burdensome, and that (b) they should be relieved from such work."

EMPLOYES' STATEMENT OF FACTS: "An agreement bearing effective dates of February 5, 1924 as to rules and August 1, 1937 as to rates of pay is in effect between the parties.

"Three mail trains (Nos. 93, 94 and 96) arrive and depart Kress station during the agent's assigned hours. Nos. 93 and 94 are scheduled to meet at that point 10:00 A. M. The mail for No. 94 is hung on mail crane 150 feet from the depot. No. 96 is scheduled to arrive 2:56 P. M.

"The distance from depot to post office is 870 feet over dirt roads and crossing a heavily traveled public highway. The number of mail sacks handled average approximately 18 per day and in addition parcel post such as baby chicks, automobile tires, wheels etc. Four and sometimes five daily round trips are required, depending on the arrival of trains Nos. 93 and 94 and on the weight and size of parcel post and or pouches. A push cart is furnished by the carrier.

"For more than ten years prior to October 1, 1937 mail was transported between the depot and post office by an individual contractor generally receiving \$25.00 per month for such service. Beginning October 1, 1937, the Railway Company requires the agent to perform this side mail service without compensation or agreement. The Railway Company receives and retains the compensation allowed by the United States Postal Department for such service."

CARRIER'S STATEMENT OF FACTS: "An agreement between the parties was effective February 5, 1924, rates of pay being revised as of April 1, 1925. A new agreement has been negotiated effective December 1, 1938. Copies of both are on file with the Board, and are here referred to and made a part hereof.

"During the assigned hours of the agent at Kress three (3) trains (Nos. 93, 94 and 96) leave and depart; Nos. 93 and 94 being scheduled to meet at that point at 10:00 A. M.; No. 96 being scheduled to leave at 2:56 P. M. Mail is received from and dispatched on such trains.

"The information furnished me concerning your check made July 14, 15 and 16 does not in our opinion warrant a withdrawal of the case because according to our information it is not representative.

"As a matter of information, this dispute has been filed with the National Railroad Adjustment Board in ex parte form. We may or may not use the "Employees' Position" as furnished you December 5, 1938.

'Very truly yours,

(Signed) J. L. Elliott.'

It is significant to note from the check that the agent-telegrapher, Kress, on the three days during which the check was made, had from 2'44" to 5'04" idle time. While he made four round trips between the station and the Post Office, only two round trips were made with the push cart. On the first day, 32" were consumed in handling the mail, 39" consumed on the second day, and 30" consumed on the third day, all of which makes it clear that the Carrier has been correct in its position from the start that the handling of United States Mail by the agent-telegrapher, Kress, is not unduly burdensome.

"The Board is informed that while the Transportation Inspector's report, Carrier's Exhibit 'C' shows the weight of empty and full milk and cream cans and, as well, packages of express received and forwarded, such matter was not handled as U. S. Mail; milk and cream is handled as baggage."

OPINION OF BOARD: It is claimed the carrier requires its agent at Kress, Texas, to carry the mail between the railroad station and the local post office, and that the service so exacted is "unduly burdensome" within the meaning of Article 4, Telegraphers' Schedule, which reads: "When the carrying of United States Mail and Parcels Post by the employees herein mentioned becomes unduly burdensome, * * *, they will be relieved from such work." The agent's relief therefrom is sought. The carrier, conceding the rule, admits that it does require the employee involved to discharge the duty mentioned, but denies the work is unduly burdensome. The issue is one of fact.

We have studied the record, fully set forth above, and considered the contentions of the parties, also stated at length. In our view the showing does not warrant a finding that the work complained of is burdensome within the meaning of the rule.

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 claim has not been established.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 30th day of July, 1940.