

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Sidney St. F. Thaxter, 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**

(Guy A. Thompson, Trustee)

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

- (a) The carrier is violating the Clerks' Agreement by refusing to bulletin the position of Supervisor in the Commissary Department at San Antonio, Texas. Also
- (b) Claim that all employes involved in or affected by the carrier's action be compensated for all losses sustained.

EMPLOYEES' STATEMENT OF FACTS: On or about January 6, 1941 the position of Supervisor in the Commissary Department at San Antonio became vacant and the carrier failed to bulletin the position as required by Rule 9 and when requested to bulletin the position the carrier refused.

The position of Supervisor is included in, and is a part of, Seniority District No. 13.

The Commissary Supervisor at San Antonio is shown on the Seniority Roster with the date he began work on the position.

POSITION OF EMPLOYES: The employes quote the following rules from our current agreement in support of this claim:

Rule 1.

"(a) These rules shall govern the hours of service and working conditions of all the following class of employes of the above named railroads and subsidiary companies now in existence or hereafter organized.

Group 1. Clerks, Machine Operators, such as typewriters, adding and calculating machines, bookkeeping, accounting, time-keeping and statistical machines, dictaphones, key-punch, teletype (except teletypes used exclusively in the transmission of

Supervisor at San Antonio be included in the Agreement. His request was refused by the Management for the same reasons as given him in General Manager's letter June 27, 1939, quoted above.

This dispute originated with letter dated February 12, 1941, addressed to Mr. W. A. Gall, Asst. Supt. Dining & Parlor Cars, by Mr. J. L. Dyer, General Chairman Clerks' Organization, reading as follows:

"I understand that about January 15, position of Supervisor in the Commissary Department at San Antonio became vacant but was not bulletined.

"Won't you please arrange to have bulletin issued and posted in line with the requirements of Rule 9 of our current agreement."

Mr. Gall replied to Mr. Dyer's letter February 13th, advising him that as position of Commissary Supervisor at San Antonio did not come under the scope of Clerks' Agreement, the same was not bulletined. February 20, 1941, Mr. Dyer again requested Mr. Gall to bulletin the position, which request was again denied by Mr. Gall February 22, 1941. The case was subsequently appealed to the Assistant General Manager and General Manager, respectively, and after correspondence had passed and conferences held by the parties, Mr. Dyer was advised April 14, 1941, by the General Manager that inasmuch as the position of Supervisor in the Commissary Department at San Antonio does not come under Agreement with Clerks' Organization, his request that position be bulletined was denied.

The question to be determined is whether or not the position comes under the scope of the Clerks' Agreement. It is not listed in the scope rule of the Clerks' Agreement, and the duties assigned to the position are of such nature that it should not be classified as one coming under the scope rule. His assigned duties are as follows:

With assistance of a Porter, assembles the supplies for three cars each day; viz. Trains Nos. 205, 2 and 1. Prices all requisitions and orders all supplies, both perishable and dry stores. Issues or rather handles linen for these cars. Works Dining Car Stewards and Waiter-In-Charge trip reports and forwards meal checks to Auditor Passenger Receipts Office. Assigns dining car crews and performs numerous operating duties incident to operation of dining car between San Antonio—Mexico City, especially while the Supervisor of Dining Cars is out of town on the road, which is mostly continuous. Approximately 65 to 70% of his time is devoted to dining car operation handling and the balance to handling of supplies.

It is the contention of the Carrier that the position of Commissary Supervisor at San Antonio, for reasons heretofore advanced, does not come under the scope rule of the Clerks' Agreement and is not, therefore, subject to the bulletin provisions contained therein.

OPINION OF BOARD: The question in this case seems to be the same as that covered in Award 1686. In that case the issue was whether the Commissary Storekeeper at Houston, Texas, was covered by the agreement effective November 1, 1940. In the instant case the question is whether the Commissary Supervisor is covered by the same agreement. In the previous case the issue was presented by a claim for payment for overtime; in this case by the claim that the position involved should have been bulletined.

What was said in the opinion in that case is applicable here. By the failure to bulletin the position of Commissary Supervisor the agreement was violated.

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 Employes involved in this dispute are respectively Carrier and Employe 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 position in question is covered by the agreement as contended for by this employe and that the claim should be sustained.

AWARD

Claim (a) sustained.

Claim (b) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 19th day of May, 1942.