

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Edward F. Carter, 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 in the Houston City Ticket Office by requiring or permitting the City Passenger Agent (an employe not covered by the Clerks' Agreement) to make up, sell and collect charges on tickets. Also

(b) Claim that the Carrier be required to correct the agreement violation by having the work assigned to and performed by an employe holding seniority rights and working under the Clerks' Agreement.

**EMPLOYES' STATEMENT OF FACTS:** The Carrier maintains the following force in the Houston City Ticket Office:

City Ticket Agent,  
Asst. City Ticket Agent (3),  
Ticket Clerk-Cashier,  
Ticket Clerk-Accountant,  
Information-Reservation Clerk (2),  
Stenographer,  
Depot Passenger Agent (2),  
Janitor-Messenger.

All of the above positions are covered by the Clerks' Agreement.

On April 28, 1943 the General Chairman wrote the Assistant Passenger Traffic Manager as follows:

"I have observed from time to time that Mr. Morrison in our City Ticket Office is performing work covered by our agreement in connection with the sale and making up of tickets. I also observe that not infrequently Passenger Agents of other Railroads are also being permitted to perform this character of work. I am sure you recognize and understand that such practices are in violation of our agreement and that such work must be performed only by those employes holding rights and working under our agreement.

**OPINION OF BOARD:** Since August 1, 1926, W. T. Morrison has occupied the position of City Passenger Agent at Houston, Texas, a position not included within the scope of the Clerks' Agreement. The Carrier states that Morrison's duties consist of soliciting, arranging itineraries, giving information, making reservations and, in some instances, making out tickets for patrons who call on him for reservations and travel assistance. In ordinary cases, Morrison calls on the ticket clerks to make up rail and Pullman tickets but in cases where the route or rate is complicated, he makes up the ticket himself. The Clerks' Organization contends that this is work guaranteed to them under the Clerks' Agreement and asks this Board to so declare. The Carrier concedes that the selling, making up and collecting for railroad tickets is work that generally belongs to Ticket Clerks but urges that such work performed by Morrison was incidental to his regular work and was therefore excluded from the operation of the Agreement.

It is shown by the record that Morrison devotes from 15 to 30 minutes each day to the work of which complaint is made. The work of preparing rail and Pullman tickets is limited solely to carrying to a conclusion the work which originates in his regular position. We think such work is incidental to the duties of that position and, as such, is not work available to clerks under the current agreement. See Award 2334. If Morrison undertook to sell, make out and collect for tickets for persons not contacted through his regular assignment, it would constitute a violation whether or not he was behind the counter at the ticket office. Likewise, if such incidental work increased to the extent that additional force was necessary, the work would belong to the Clerks. The record here shows none of these contingencies. The work complained of is clearly incidental to his position as City Passenger Agent. The record shows that he has performed this work for many years and that the occupants of similar positions have done similar work for similar periods of time. While this is not a controlling fact in itself, it is evidence that its incidental character has been generally recognized by the parties in the past. We do not think the record will sustain an affirmative award.

**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 employees involved in this dispute are respectively carrier and employees 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 work claimed by the Clerks' Organization is incidental to the work of the City Passenger Agent and does not therefore involve a violation of the current agreement.

#### 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 October, 1944.