

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Joseph L. Miller, Referee

PARTIES TO DISPUTE:

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

KANSAS CITY TERMINAL RAILWAY COMPANY

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

(a) The Carrier violated the scope and seniority rules of the current agreement between the parties on May 23, 1946, and May 25, 1946, when it directed, caused and created a situation at the Union Station Ticket Office, Kansas City, Mo., whereby Ticket Sellers jointly and severally performed the work ordinarily, customarily and regularly assigned to and performed by Information Clerks, and

(b) The following named Information Clerks affected by the agreement violations claimed above be paid in reparation therefor at the overtime rate of their positions (time and one-half the pro rata \$9.275) for dates and periods of time as follows:

THURSDAY, MAY 23, 1946

Employee Claimant	Hours of Claim Overtime Rate
M. L. Selby	6 hours, 35 minutes
H. E. White	6 hours, 35 minutes
R. H. Mueller	7 hours, 20 minutes
H. A. Weedman	7 hours, 20 minutes
F. B. McCall	6 hours, 50 minutes
H. W. Cooper	6 hours, 35 minutes
T. M. Rhodes	8 hours
D. L. Wimberly	5 hours, 50 minutes
C. M. Barngrover	20 minutes
L. C. Richman	5 hours, 30 minutes
H. C. Blanchard	20 minutes

SATURDAY, MAY 25, 1946

J. R. Sharp	6 hours
M. L. Selby	6 hours
H. E. White	4 hours
T. M. Rhodes	2 hours, 15 minutes
F. B. McCall	6 hours
H. W. Cooper	4 hours
D. L. Wimberly	5 hours, 15 minutes

CONCLUSION

The imparting of information at the Ticket Office windows cannot be exclusively segregated from the ticket seller's duties in such a way as to give it to the information clerks. To do so would destroy the functional occupation of the ticket sellers and would seriously impair the efficiency of the operation of the Ticket Office. Because of this and for the reasons here listed, the Carrier requests that the claim of the Employees be denied.

OPINION OF BOARD: At the time of the railroad strike of 1946, ticket sellers and information clerks at the Kansas City Terminal had separate seniority rosters.

Shortly after the strike started at 4:00 P.M. May 23, the Carrier closed the information window and assigned the information clerk on duty there to the group of information clerks who worked on the telephones and bulletin boards. A sign directed the public to go to the ticket windows for information.

An information window was reopened May 24, but May 25, until the strike ended, the public again was directed to the ticket windows for information.

The Organization claims that the Carrier gave to the ticket clerks work rightfully belonging to information clerks, in violation of the Agreement; and asks reparation for the available information clerks, at the overtime rate, for all the time that the ticket sellers gave out information on the two days in question. (It is conceded by both parties to the dispute that few, if any, tickets were sold while the strike was on.)

We find no violation of the Agreement in this case. Giving out information in a railroad terminal is no monopoly of information clerks. Ticket clerks, especially, are perpetually a source of information. While the experienced traveler usually goes to the information desk with his questions for detailed information, we have seen every employe from stationmaster to red-cap approached with queries of all kinds and get the answer if the employe knows it.

Under the circumstances we believe the Carrier took the action which could be reasonably expected. The telephone force was implemented, as needed, and the public in the station was directed to a source of information other than the information window. No one was deprived of any work. The ticket clerks merely spent more of their time giving out information, and less selling tickets.

The alternative would have been for the Carrier to try to increase the size of its information staff and lay off the ticket clerks. The difficulty in getting a sufficient number of trained information clerks on the job in a matter of minutes can easily be seen. Then, too, the Carrier at the time was operating under Order No. 1 of the Federal Manager (v. Award 3701) which at that time could have been interpreted to mean that regular employes could not be laid off under such circumstances.

In the light of all these facts, we cannot see that 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 Employees involved in this dispute are respectively carrier and employes 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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 5th day of November, 1947.