

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that Clerk, Lois Rittman, Seymour, Indiana, be paid eight hours pay at punitive rates for Sunday, June 24th, 1945 (her relief day), and all subsequent Sundays due to the assignment of an employee of another craft or class to perform the duties of her position. (Docket W-395.)

EMPLOYES' STATEMENT OF FACTS: There is no disagreement as to the facts in this claim. Under date of June 1st, 1946, the Carrier and the Employees prepared a "joint submission" agreement to the following "Joint Statement of Agreed Upon Facts:"

"Claimant was assigned to clerical position, Symbol F-63-F, at Seymour, Indiana, tour of duty 8:00 A.M. to 12:00 Noon, 1:00 P.M. to 5:00 P.M., daily, except Sundays and holidays, rate of pay \$179.96 per month. The duties of this position were as follows:

- Entering commencing and closing numbers and rates on tour sheets.
- Making extensions for tickets sold on tour sheets.
- Selling or redeeming local interline, commutation or Pullman tickets, and exchanging tickets for Government or other transportation orders.
- Assorting stubs of tickets sold.
- Preparing statement showing tickets redeemed.
- Preparing daily interline ticket reports.
- Giving information to the public through personal contact or by telephone.
- Making Pullman or steamship reservations.
- Checking baggage, milk, and making reports.
- Adding on mechanical devices.
- Addressing and forwarding mail.
- Janitor work, messenger work, handling mail, express and baggage.

"Effective on Sunday, June 24, 1945, the work of selling or redeeming local, interline, commutation and Pullman tickets and exchanging tickets for Government or other transportation orders, was assigned to the Telegraph Operator on duty at this point on Sundays.

"Prior to June 24, 1945 the claimant was required on different occasions, to work her position on her relief day. The records show the claimant worked nine (9) hours each day, on her relief day on the following dates, for the period, February 4, 1945 to June 24, 1945, inclusive:

Therefore, the Carrier respectfully submits that your Honorable Board should dismiss the claim of the employe in this matter.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant, a clerk, seeks recovery for such work of her position as was performed by an employe under the Telegraphers' agreement.

Prior to November 3, 1943, the entire work at the Seymour, Indiana passenger station, including the selling of tickets, was performed by Operator-Clerks, covered by the Telegraphers' agreement. On that date Carrier established a clerical position limited to six days, with Sundays excepted. The duties of the new position included the selling and handling of tickets. Prior to the origin of this claim the occupant of the clerical position was required on occasions to work the position on Sundays. Between February 4 and June 24, 1945 Trainmen worked eleven sundays. However, effective June 24, 1945 all the work of selling tickets was thereafter performed on Sundays by the Operator-Clerk, and this claim resulted.

Carrier contends that no work was taken away from the newly created clerk's position but that the Operator-Clerk retained and continued to perform the necessary clerical work on the first trick on Sundays the same as he had done prior to the establishment of the clerk's position.

Claimant contends, in effect, that since Carrier has recognized the necessity of establishing a clerical position the entire work of this position must be performed by a clerk on Sundays as well as on week days.

Although not specified in the scope rule of the agreement, the work performed in connection with selling and handling tickets must be classified as clerical work. The Carrier so recognized it when it created the new clerical position and assigned such work to it. The United States Railroad Labor Board has decided that positions of ticket sellers did not fall within the purview of the Telegrapher's agreements.

It is true that clerical work may be properly performed by telegraphers under the historical precedents discussed in Award 615. The rule there announced was held to be applicable in a situation where the technical services of a telegrapher were required but there was not sufficient work for two employes, that is a telegrapher and a clerk, so the telegrapher was authorized to perform both telegraphy and incidental clerical duties. But that rule was held to have its limitations in Award 636 prepared by the same author. And see Award 2071.

In this case we do not have the single combined position but separate positions of clerk and telegrapher. In this circumstance all the clerical work belongs to the clerk's position and it may not be assigned to an employe not covered by the clerks' agreement. In Award 3425 we held, in effect, that by assigning work to employes covered by the clerks' agreement on week days, Carrier could not contend that such work did not belong under that agreement when performed on Sundays. And see Award 2549 holding that assignment of work on week days to a clerk is conclusive of the issue that such work falls within the purview of the clerks' agreement.

Furthermore, Award 2706 states that "This Board is committed to the view that an employe in some other service may not be used to relieve a clerk on his assigned day of rest."

Since upon the establishment of the clerk's position all the clerical work of that position thereupon belonged to it, and under the awards of this Board could not be assigned to someone outside the agreement on the occupant's day of rest, the claim must be sustained.

As the work lost was Sunday work which regularly carried the penalty rate, that rate is properly recoverable here.

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 Carrier violated the agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 19th day of April, 1948.