

Award No. 6002

Docket No. TE-5927

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Carroll R. Daugherty, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

UNION PACIFIC RAILROAD COMPANY, EASTERN DISTRICT

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Union Pacific Railroad Company (Eastern District) that the carrier violates the provisions of the agreement between the parties when:

- A (1) It combines the duties of agent and telegrapher-clerk and requires the agent, an hourly rated employe at Oakley, Kansas, to assume the duties of the first telegrapher-clerk, an hourly rated employe at Oakley, on Monday, one of the regular assigned rest days of the telegrapher-clerk, and
- (2) When it combines the duties of the telegrapher-clerk and the agent and requires the telegrapher-clerk at Oakley to assume the duties of the agent at Oakley on Saturday and Sunday, the assigned rest days of the agent, and
- B Beginning September 1, 1949, and continuing on and after that date until the violation is corrected the carrier shall compensate:
 - (1) The senior available extra telegrapher who has not had forty hours work in his work week, for eight hours at the straight time rate; or
If no such extra telegrapher is available, then the carrier shall compensate the occupant of the position of agent at Oakley for eight hours at the time and one-half rate for each day of the violation described in item A (1) of this Statement of Claim, and
 - (2) The carrier shall compensate the senior available extra telegrapher for eight hours at the straight time rate, or
If no such extra telegrapher is available, then the carrier shall compensate the occupant of the position of telegrapher-clerk at Oakley for eight hours at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: At Oakley, Kansas, there has existed for many years a position classified as agent, an hourly rated position, the duties being of a supervisory nature, plus certain station work of a routine nature without the requirement of handling telegraphic duties such as the receipt and transmission of messages and reports of record and the handling of train orders.

6. Recent Board awards recognize it is permissible to require employees to perform more than one class of work on the rest day of another employee.

This claim should therefore be declined in its entirety.

(Exhibits not reproduced).

OPINION OF BOARD: In this case, as in its preceding, "companion" case, Award 6001, the parties agree on the relevant facts. (1) At Oakley, Kansas, the Carrier operates a small station seven days a week. On the normal or day trick there are two seven-day positions—that of Agent or Agent-Telegrapher and that of Telegrapher-Clerk. (On the Telegrapher-Clerk work there are also a second trick position and third trick position, as well as a relief position; see below.) Both positions are filled by members of the Organization; both positions are hourly rated; and both incumbents hold rights on the same seniority roster. (2) Before the forty-hour week became effective on September 1, 1949, the Agent position worked Monday through Saturday and had Sunday off; and the Telegrapher-Clerk position worked Tuesday through Sunday, with Monday as the rest day. A relief employee does not appear to have been assigned to work on the rest day of the Agent position. But the Telegrapher-Clerk position was relieved on its rest day. (3) On and after September 1, 1949, the Agent position worked Monday through Friday, with rest days Saturday and Sunday; and the Telegrapher-Clerk position worked Wednesday through Sunday, with rest days Monday and Tuesday. A five-day relief position was set up at Oakley under which the first trick Telegrapher-Clerk position mentioned above was relieved on Tuesday. (The other four days of the relief position were divided, two days each, into relieving the second trick Telegrapher-Clerk position on Wednesdays and Thursdays and the third trick Telegrapher-Clerk position on Fridays and Saturdays.) Under these arrangements the incumbent of the Agent position performed some of the duties of the first trick Telegrapher-Clerk position on Mondays; and the incumbent of the first trick Telegrapher-Clerk position did some of the work of the Agent position on Saturdays and Sundays. In other words, there were three consecutive rest days of the Agent and first trick Telegrapher-Clerk position, Saturday through Monday, on which a relief man did not work and on which one or the other of the two incumbents of the above-mentioned position performed not only the duties of his own position but also some of the duties of the other position.

It is clear from this summary of facts that, in respect to the basic issues and principles involved, this case is on all fours with the case in Award 6001. The parties' contentions are also essentially the same and need not be reviewed here again.

These things being so, our analysis of and decision on the issues in the instant case must be the same as in the above-mentioned previous case. We think that the Carrier has not violated the meaning and intent of the provisions, individually or collectively, of its Agreement with the Organization.

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 there has been no violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 5th day of November, 1952.