

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**

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

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

(1) The Carrier violated the terms of the currently effective agreement between the parties when on July 26 and 27, 1953 and all subsequent Sundays, Mondays and Holidays it used employes of another craft to perform clerical duties which were assigned to and attached to the position of Assistant Cashier-Rate Clerk Tuesday through Saturday at Ft. Scott, Kansas until on or about January 22, 1954.

(2) Mr. C. L. Wright, regular occupant of the Assistant Cashier-Rate Clerk position at Ft. Scott, Kansas now be paid a minimum of 8 hours at time and one-half for each Sunday, Monday and Holiday during the period July 25, 1953 to January 22, 1954 except December 20, 21, 25, 27, 28, 1953 and January 1, 1954.

(3) Mr. C. A. Smith who occupied the Assistant Cashier-Rate Clerk position while the regular occupant was on vacation be paid a minimum of 8 hours at time and one-half for Sundays, Mondays and Holidays December 20, 21, 25, 27, 28, 1953 and January 1, 1954.

EMPLOYEES' STATEMENT OF FACTS: For many, many years, at least back to 1919, the force at Ft. Scott included a ticket clerk cashier and two ticket clerks who exclusively performed all work in connection with the handling of tickets and ticket accounts until the latter part of 1931 when the ticket force was reduced to a ticket clerk cashier and one ticket clerk. In the latter part of 1932 these two positions were abolished, the selling of tickets, making reservations, answering telephone, giving information to the public, etc. being assigned to telegraphers and all ticket accounting work being assigned to the freight cashier in the Freight Office. This condition remained throughout the depression years until the position of ticket clerk cashier was temporarily restored on or about August 18th, 1937 (See Employees' Exhibit 1 (a)) for about 45 days. This position was again restored temporarily on or about July 21, 1938 (Employees' Exhibit 1 (b)) and was made a permanent assignment on or about October 1, 1938. The ticket clerk cashier position then remained until it was again abolished on or about

The facts and circumstances in this dispute, as well as the findings of this Division in Award 4355, do not warrant a sustaining award and this Division is requested to so find.

All data submitted in support of Carrier's position have been presented to the employees or duly authorized representative thereof and made a part of the particular question in dispute.

(Exhibits not reproduced).

OPINION OF BOARD: Claimant C. L. Wright was assigned as Assistant Cashier-Rate Clerk at Ft. Scott, Kansas, 7:30 A. M. to 4:30 P. M., Tuesday through Saturday with Sunday and Monday as rest days. On July 25, 1953, he was directed to assist telegraphers in the ticket office two hours in the morning and one hour thirty minutes in the afternoon in addition to performing ticket accounting work which he formerly performed at the freight office. On August 28, 1953, he was directed to work in the ticket office two hours thirty minutes in the morning and one hour in the afternoon in the performance of the same work. This arrangement was continued until January 25, 1954, when the work in the ticket office was discontinued and he resumed his full time assignment in the freight station.

The record discloses beyond question that telegraphers were assigned the duty of selling tickets at Ft. Scott before and after July 25, 1953. It appears to have been the practice on this Carrier, acquiesced in by both the clerks and the telegraphers. In other words, ticket selling work was not the exclusive work of either. Awards 4355, 4559. Claimant was assigned to assist the telegraphers in ticket selling work during the period hereinbefore described which was beyond the capacity of the telegraphers to perform. He performed it regularly 3½ hours each day of his assigned work week, Tuesday through Saturday. The telegraphers handled the ticket work on Sundays, Mondays and Holidays. Claimant contends that he was entitled to do this work on these days, when a proper extra or unassigned employee was not used under Rule 43 (g), which provides:

"Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee."

We point out in this case that it was not necessary to work the holidays and rest days of this claimant's assignment. The work on those days could and was performed by regularly assigned telegraphers entitled to perform it. If it had been necessary to use other than such regularly assigned employees to perform the work, then claimant would have been entitled to it in the absence of available extra or unassigned employees not having 40 hours of work that week. The assertion that claimant was assigned the ticket selling work exclusively on his Tuesday through Saturday assignment cannot be sustained. He was assigned to assist the telegraphers for 3½ hours per day only. It is only when such assistance is required on Sundays, Mondays and holidays that claimant could properly invoke the provisions of Rule 43 (g).

Stated in other words, the excessive ticket selling work beyond the capacity of the telegraphers to perform is all that is involved here. It was not the exclusive work of the claimant,—he performing it only 3½ hours and the telegraphers performing it during the balance of claimant's 8-hour assignment. It seems clear to us that if there was no excess work on Sundays, Mondays and holidays, which was beyond the capacity of the telegraphers to perform, no basis for claim exists. We think this conclusion is amply supported by Awards 4355, 4559.

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 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 23rd day of September, 1955.