

Award No. 19072

Docket No. CL-18807

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert M. O'Brien, Referee

PARTIES TO DISPUTE:

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

**BURLINGTON NORTHERN INC. (FORMERLY CHICAGO,
BURLINGTON & QUINCY RAILROAD COMPANY)**

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6791) that:

(1) The Carrier violated and continues to violate the Clerks' Agreement, particularly Rules 1, 36(k), 37 and 44, when it transferred the work of selling tickets and making ticket reports at Brookfield, Missouri, to Agent C. K. Moorhead, an employee not subject to the Clerks' Agreement.

(2) The Carrier shall be required to return the work of selling tickets and making ticket reports to employees within the scope of the Clerks' Agreement.

(3) The Carrier shall because of the violation set out above, compensate the following named employees who were adversely affected, and/or their successors, three and one-half hours' pay at the punitive rate of Yard Clerk-Ticket Seller, Job 1164; R. C. Robinson, commencing with his rest days, Monday and Tuesday, September 16 and 17, 1968; C. L. Tiemeyer, commencing with his rest day, Wednesday, September 18, 1968; and C. E. Crafton, commencing with his rest days, Thursday and Friday, September 19 and 20, 1968, and continuing until this work is returned to its proper craft.

EMPLOYEES' STATEMENT OF FACTS: On June 20, 1968, the parties signed Implementing Agreement No. 16 that provided among other things the consolidation of certain seniority districts and the transfer of work within the specified consolidated districts. (Employees' Exhibit 1.) As a result of the provisions of Implementing Agreement No. 16, the two remaining clerical positions in the Mechanical Department at Brookfield were abolished effective August 31, 1968, and the work thereof was transferred to the three yard clerk-ticket seller positions at this station. Yard Clerk-Ticket Seller, Job 1164, had assigned hours 11 A. M. to 3 P. M. and 4 P. M. to 8 P. M., seven days per week, with the following assigned duties:

Sell tickets for Trains 35 and 36, keep ticket book, make ticket reports, handle train list during tour of duty, assist with head end work on branch mixed trains, do freight billing, make switch list for yard crews and perform such other yard work and station work as may be assigned.

Effective September 16, 1968, instructions were issued to Agent-Operator C. K. Moorhead to the effect that the work of selling tickets and making necessary ticket reports would be assigned to him during the period of time he was at Brookfield between 1 P.M. and 4:30 P.M., Monday through Friday. No reduction in force or other change was made.

The claim presently before the Board is based upon the contention that the selling of tickets and handling of reports incidental thereto is reserved exclusively to clerical employees, and that the performance of such work by employees not subject to the Clerks' Agreement is in violation of Rules 1, 36(k), 37 and 44 thereof.

OPINION OF BOARD: This claim arose at Brookfield, Missouri where Carrier's station force consisted of an agent-operator (represented by the Transportation Communication Employee's Organization) five days per week — hours 1:00 P.M. to 4:30 P.M.; Chief Clerk 8 A.M. to 5 P.M. — five day per week; Janitor-Baggage-man 10 P.M.-7 A.M., five days per week; 3 Yard Clerk-Ticket Seller position round the clock, 7 days per week; Wire Chief, 8 A.M.-4 P.M., 7 days per week; 2nd operator 4 P.M.-12 M., 7 days per week; 3rd operator 12 M-8 A.M., 7 days per week.

Effective September 18, 1968, instructions were issued to the Agent-Operator to the effect that, during the time he performed service at Brookfield, he would be required to help out in the selling of tickets. The employees contended that this was a violation of the Clerk's Agreement since, as they alleged, ticket selling was reserved to clerks. This same question has been before this Board in Award 14085 (Referee Hall) which involved a nearly identical dispute between these same parties, therefore, we will follow this Award and deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of March 1972.

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