

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bruce Blake, Referee

PARTIES TO DISPUTE:

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

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

**STATEMENT OF CLAIM:** (1) Claim of the System Committee of the Brotherhood that the Carrier violated and continues to violate its agreement with the Brotherhood when prior to July 12, 1942, it assigned the occupant of position titled "Rate and Bill Clerk" located at the Lima, Ohio, freight station, with assigned hours of 8:30 A. M. to 5:30 P. M., Monday through Friday, to relieve the Clerk-Operator on Sunday with hours 5:00 A. M. to 1:00 P. M., blanking the position on Saturdays, and refusing to compensate the employee:—

(a) at time and one-half rate for eight (8) hours on Sunday representing the number of hours regularly assigned through the week day, and

(b) at time and one-half rate for an additional three and one-half (3½) hours for services performed on Sunday outside the regular hours assigned through the week day, and

(c) at pro rata rate for each Saturday the employee was required to suspend work.

(2) That the Carrier shall now be required to compensate Clerk D. P. Lamb, between the dates of July 12, 1942, and November 3, 1942, both dates inclusive, at

(a) time and one-half rate for eight (8) hours on Sunday, representing the number of hours regularly assigned through the week day, and

(b) time and one-half rate for an additional three and one-half (3½) hours for services performed on Sunday outside the regular assigned hours through the week day, and

(c) pro rata rate for eight (8) hours each Saturday the employee was required to suspend work.

(3) That the Carrier shall now be required to compensate Clerk Miss Janet Wise, or any other occupant of the same position, from December 27, 1942, until such time as the violation has been corrected at

(a) time and one-half rate for eight (8) hours on Sunday, representing the number of hours regularly assigned through the week day, and

(b) time and one-half rate for an additional three and one-half (3½) hours for services performed on Sunday outside the regular assigned hours through the week day, and

(c) pro rata rate for eight (8) hours each Saturday the employee was required to suspend work.

**EMPLOYEES' STATEMENT OF FACTS:** On and some time prior to July 12, 1942, the station force at Lima, Ohio, was composed of the following:

Classification	Occupant	Six or Seven Day Position	Hours of Assignment
Agent	R. L. Hixson	Six —Sunday off	8:00 a.m. to 5:30 p.m.
Cashier	L. P. Meyer	Six —Sunday off	8:00 a.m. to 5:00 p.m.
Clerk-Operator	C. O. Miller	Seven—Sunday off	5:00 a.m. to 1:00 p.m.
Operator	*O. E. Blank	Six —Sunday off	1:00 p.m. to 5:00 p.m.
Rate & Bill Clerk	D. P. Lamb	Six —Saturday off	8:30 a.m. to 5:30 p.m., Monday thru Friday. 5:00 a.m. to 1:00 p.m., Sunday.

\*Assigned four hours each day at Lima, Monday thru Saturday and four hours at Uniopolis, Ohio, Monday thru Saturday.

The position of Rate and Bill Clerk is blanked on Saturday and the work of that position on Saturday is performed by Agent Hixson and Clerk Meyer. In addition to the normal work of an operator, i. e., Morse code sending, the Clerk-Operator handles the PBX switchboard and performs certain clerical work. The position of Clerk-Operator comes under the scope of the Clerks' Agreement.

Clerk Lamb in relieving the position of Clerk-Operator on Sunday, 5:00 A. M. to 1:00 P. M., performs the work of the position with the exception of handling the key for Morse Code. The PBX switchboard is kept open to take care of calls over the South end of the property and to handle matters which might require urgent handling, however, no train orders are handled thru the switchboard except in cases of emergencies, such as, storms, etc. The clerical work is largely composed of making wheel report, checking interchange list, making up empty car bills, writing traffic report, and other miscellaneous clerical work.

Clerk Lamb was discharged from the service on November 3, 1942.

Under date of November 16, 1942, Bulletin No. 99 was posted, advertising the position of Rate and Bill Clerk, with assigned hours of 8:30 A. M. to 5:30 P. M., Monday thru Friday, blanking the position on Saturday and with Sunday hours being fixed as before, 5:00 A. M. to 1:00 P. M. (See Brotherhood Exhibit No. 1), and Bulletin No. 99-A, dated November 20, 1942, cancelled Bulletin No. 99 (See Brotherhood Exhibit No. 2).

Under date of December 1, 1942, Bulletin No. 102 was posted, again advertising the position in like manner as did Bulletin No. 99 and Bulletin No. 102-A under date of December 7, 1942, assigned the position to Janet Wise (See Brotherhood Exhibits Nos. 3 and 4).

Under date of December 13, 1942, the position was again advertised under Bulletin No. 107 (See Brotherhood Exhibit No. 5), and assignment was made under Bulletin No. 107-A, dated December 22, 1942, to J. M. Wise (same as Janet Wise—see Brotherhood Exhibit No. 6). This bulletin omitted the work of trucking freight.

Under date of December 22, 1942, Bulletin No. 109 (See Brotherhood Exhibit No. 7) advised all concerned that the position advertised and assigned by Bulletins Nos. 102 and 102-A, dated December 1 and 7, 1942, was abolished effective December 22, 1942.

This claim was first presented in writing to the designated official on August 20, 1942, therefore, according to Memorandum of Understanding No. 7, if any compensation should be found to be due under the claim, it should not be for the period prior to July 21, 1942.

**OPINION OF BOARD:** The issues presented in this dispute are, in all essential respects identical with those presented in Docket No. CL-2529, and this day decided in Award No. 2591. What was said in disposing of the claims in that dispute is equally applicable to the claims made in this; and the same disposition will be made of them.

**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**

Items 1 (a), 2 (a) and 3 (a) only of claim sustained.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of Third Division

**ATTEST: H. A. Johnson**  
Secretary

Dated at Chicago, Illinois, this 1st day of June, 1944.