

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Joseph L. Miller, Referee

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

(Guy A. Thompson, Trustee)

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees on the Missouri Pacific Railroad, that the Carrier violated the Clerks' Agreement:

1. When on Sundays, January 6, 20, February 10, March 3, 17, 24, 31, April 7, May 12, 19, 26, Holiday, Decoration Day, May 30, Sundays, June 9, 23, 30, Holiday, July 4, Sundays, July 7, 14, August 4, 11, 25, Holiday, Labor Day, September 2 (two calls) and Sunday, September 8, 1946, it assigned the clerical work attaching to and performed by the occupant of position of Yard Clerk at Arkansas City, Kansas, assigned hours 10:00 A. M. to 2:00 P. M.; 3:00 P. M. to 7:00 P. M., on week days as a part of his ordinary, normal and regular duties, to an employee not subject to the scope and operation of the Clerks' Agreement and who holds no seniority rights thereunder entitling him to perform said work:

2. That the Claimant, Clerk Allen J. Baker, shall be compensated for a "call" or "calls" on each of the dates herein stipulated as claimed, which claims were declined by the Carrier:

Sunday, January 6, 1946	1 call
Sunday, January 20, 1946.....	1 call
Sunday, February 10, 1946.....	1 call
Sunday, March 3, 1946.....	1 call
Sunday, March 17, 1946.....	1 call
Sunday, March 24, 1946.....	1 call
Sunday, March 31, 1946.....	1 call
Sunday, April 7, 1946.....	1 call
Sunday, April 21, 1946.....	1 call
Sunday, April 28, 1946.....	1 call
Sunday, May 12, 1946.....	1 call
Sunday, May 19, 1946.....	1 call
Sunday, May 26, 1946.....	1 call
Holiday, May 30, 1946.....	1 call
Sunday, June 9, 1946.....	1 call
Sunday, June 23, 1946.....	1 call

Sunday, June 30, 1946.....1 call
 Holiday, July 4, 1946.....1 call
 Sunday, July 7, 1946.....1 call
 Sunday, July 14, 1946.....1 call
 Sunday, August 4, 1946.....1 call
 Sunday, August 11, 1946.....1 call
 Sunday, August 25, 1946.....1 call
 Holiday (Labor Day), September 2, 1946....2 calls
 Sunday, September 8, 1946.....1 call

and

3. That the occupant of the clerical position be compensated according to the provisions of the overtime rules of the Clerks' Agreement, whether it be for a "call" or "calls" or on the actual minute basis on each Sunday and/or holiday subsequent to those here stipulated when the Carrier requires the clerical work here involved to be performed and utilizes an employee outside the Clerks' Agreement to perform it, which claims are to continue until the dispute is settled and the claims satisfied.

NOTE: The daily rate of the Yard Clerk position at Arkansas City, January 1 to and inclusive of May 21, 1946 was \$7.84 per day. The daily rate effective May 22, 1946 and thereafter is \$8.04 per day.

EMPLOYEES' STATEMENT OF FACTS: The station force at Arkansas City, Kansas subject to the scope and operation of the Clerks' Agreement at the time the instant claims arose was:

Classification	Daily Rate	Assigned Hours	Sundays & Holidays
Chief Clerk-Cashier	\$9.24	7 AM-12 N; 1 PM-4 PM	None
Yard Clerk	7.84	10 AM-2 PM; 3 PM-7 PM	None

However, prior to the depression effects on the Railroad, the clerical force subject to the scope of the Clerks' Agreement at Arkansas City consisted of seven positions, namely

Chief Clerk	\$6.04
Cashier	5.39
Bill Clerk	5.14
Yard Clerk	4.64
Car Clerk	4.64
Clerk	4.54
Clerk	4.39

In fact, as late as in December, 1931, the clerical force at Arkansas City, Kansas, consisted of:

Chief Clerk
 Cashier
 Bill Clerk
 Car Clerk
 Yard Clerk

The Car Clerk position was abolished on or about December 10, 1931, and its duties were distributed in part to the balance of the station clerical force, and much of its duties believed to have been the preponderance thereof was removed out from under the scope and operation of the Clerks' Agreement and assigned to employees covered by the wage agreement of another craft and who held no seniority rights under the Clerks' Agreement.

On or about January 1, 1932, the Bill Clerk position was abolished and its duties were for the most part assigned to an employee not covered by the Clerks' Agreement and who has no seniority rights thereunder entitling him to perform said work.

On or about June 10, 1932, the position of Cashier was abolished and the work rearranged and for the most part those duties consisting of keeping

perform all clerical work within certain specified and defined categories and limits. The rules in effect on this property do not contain such provisions notwithstanding the fact that the agreement with the organization has been revised on two occasions since the practice complained of in this case has been in effect.

Employees' claim should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Reduced to their simplest form, the facts in this case are as follows:

For some years prior to September 19, 1942, a Telegrapher in the Carrier's employ at Arkansas City, Kansas, had performed certain clerical work incidental to the arrival of Train 319 and the departure of Train 320, daily and Sunday.

On the date mentioned the clerical force was increased, and this work week-days was given to a Yard Clerk. The Telegrapher continued to handle it Sundays.

When more than these certain relatively simple duties had to be performed, a Clerk was called to perform them. Also, when a Clerk was on duty for other purposes Sundays he performed the work in connection with Trains 319 and 320.

The Organization contends that the Carrier has violated Rule 1, et al., of its Agreement by permitting a Telegrapher to perform work coming within the scope of the Agreement.

We do not agree. The Carrier has taken no work away from the Organization, unless it was done in the Depression years. (The record is cloudy on that point.)

To the contrary, the Organization is trying to move in on work it has not performed for many years, if ever.

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 did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 5th day of November, 1947.