

Award No. 5663

Docket No. TE-5619

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Angus Munro, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad:

1. That the Carrier violated and continues to violate the Agreement between the parties when, beginning September 11, 1949, and on each rest day since that date, and on three holidays, namely; Thanksgiving Day, Christmas, 1949, and New Years Day, 1950, it transferred work of the 1:00 P.M.-9:00 P.M. (second shift) telegrapher clerk's position at Macon, Mississippi to an employe not covered by said agreement, and
2. That the work so transferred shall be restored to the Agreement and to the employe of the aforesaid position, and
3. That L. M. Ballard, the regularly assigned incumbent and/or any other occupant of this position who was, or is, deprived of this work shall be compensated in accordance with Rule 15 of the Agreement, by the payment of a Call for each rest day and holiday beginning September 11, 1949 and thereafter until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties effective March 1, 1929, with subsequent amendments, a copy of which has been furnished the Board, is by this reference, placed in evidence and made a part of this submission. Its provisions apply to all of the Carrier's telegraphers, telephone operators (except switchboard operators), agents, assistant agents, tickets agents, assistant ticket agents, agent-telegraphers, agent-telephoners, towermen, levermen, block operators and staffmen, and the work performed by them.

Effective September 1, 1949, the Agreement was amended by adoption of rules for the establishment of the forty-hour week. Those which are germane to this case follow:

"ARTICLE 15—THE 40 HOUR WEEK

Note:

"The expressions 'positions' and 'work' used in this agreement refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employes."

sell tickets for other trains that pass through Macon. The attachment contains a letter from the Claimant's General Chairman dated February 27, 1951, in which the General Chairman recognizes the performance of these clerical duties when he says:

"We have never question there being one clerk at Macon and during the hours he works we assume he does all kind of work the agent there assigns him, other than communication work."

There is no communication work involved in this dispute.

Precedents which sustain the Carrier's contention that clerical employees may sell passenger tickets are set forth in detail in the attached submission, which submission covers the only dispute at Macon, Mississippi, of which the Carrier has knowledge.

For the reasons set forth above, the Carrier respectfully asks that this claim be denied.

(Exhibits not reproduced).

OPINION OF BOARD: This is a companion case to Docket TE-5618, Award 5662. Under the authority thereof an affirmative finding is not justified.

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 act on the part of Carrier did not constitute a Schedule violation.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. Ivan Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of February, 1952.