

Award No. 6041

Docket No. TE-5868

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Dudley E. Whiting, 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 (Southern Region) that:

(a) The Carrier violated and continues to violate the Agreement when, beginning September 3, 1949, it transferred service, duties or operations necessary to be performed on rest days of employees and positions covered by the Agreement to employees not covered thereby; and, that

(b) The Carrier shall be required to indemnify the employees who were entitled to perform such work on their respective rest days by payment of a "call" for each tour of duty to which properly entitled had they been permitted to perform this work.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective March 1, 1929, with subsequent amendments, a copy of which is available to the Board, is by this reference placed in evidence and made a part of this submission. Its scope as to employees, classifications and positions is set forth as follows:

Article 1. Defining Employees Included.

"(a) The following rules and rates of pay shall apply to all telegraphers, telephone operators (except switchboard operators), agents, assistant agents, ticket agents, assistant ticket agents, agent-telegraphers, agent-telephoners, towermen, levermen, block operators and staffmen, specified in wage scale, who shall hereafter be referred to as employees, coming within the meaning of this agreement."

Such other rules directly bearing on this dispute are:

Article 4.

"(g) Employees will not be required to suspend work during regular hours to absorb overtime."

For the reasons herein set forth, the Carrier requests that this claim be declined.

Carrier requests opportunity for oral hearing.

(Exhibits not reproduced.)

OPINION OF BOARD: This claim is predicated upon an allegation that work regularly performed by employes covered by the Agreement was transferred on rest days to persons not covered by the Agreement. It appears that certain one-man stations, where the sale of tickets is one of the duties of the employe in charge, were closed on Saturdays and Sundays after September 1, 1949, and it is here contended that the collection of cash fares by Conductors on those days is a transfer of work in violation of the Agreement as alleged.

The collection of cash fares is not a sale of tickets, but is a proper alternative method of obtaining payment for passenger transportation.

Thus there is no showing that any Agent's work was performed or required on such Saturdays and Sundays and the claim is without merit.

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 22nd day of January, 1953.