

Award No. 7329

Docket No. CL-7373

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

A. Langley Coffey, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES
MISSOURI PACIFIC RAILROAD COMPANY

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 effective May 22, 1954, the Carrier abolished position of Ticket Clerk at Wichita, Kansas, during the hours of 8 A. M. to 4 P. M., Monday through Friday, per Superintendent's abolishment notice dated May 17, 1954, which removed the clerical work consisting of answering the telephone, making reservations, meeting the public at the ticket counter and giving out ticket information to the public and the performance of other incidental items of clerical work out from under the scope and operation of the Clerks' Agreement and gave said clerical work to the District Passenger Agent (Traffic Department Office), a person entirely outside of the Clerks' Agreement;

2. J. A. Lunsford and B. E. Powell, occupants of the Ticket Clerk position, 1 P. M. to 5 P. M., 6 P. M. to 10 P. M., shall be paid on the claim dates shown in the amounts claimed as set forth in Claims Statement attached hereto and made a part hereof, which claim shall continue until this dispute is disposed of and the claims satisfied account of the Carrier's violation of the Clerks' Agreement, Rules 1, 2, 3, 25 and related rules.

CLAIM STATEMENT

Claimant	Date	Claim	Claim Basis
Lunsford, J. A.	7/ 1/54	4 Hrs. @ \$3.03 per hr. \$12.12	Account District Passenger Agent answering telephone, making reservations and other clerical work formerly done by Ticket Clerks, Violation of Rules 1, 2, 3 and 25, removing work out from under scope and operation of the Clerks' Agreement.
Lunsford, J. A.	7/ 2/54	4'45" @ \$3.03 per hr. 14.39	
Lunsford, J. A.	7/ 6/54	4'30" @ \$3.03 per hr. 13.63	
Lunsford, J. A.	7/ 7/54	4'30" @ \$3.03 per hr. 13.64	

Claimant	Date	Claim	Claim Basis
Powell, B. E.	7/ 8/54	3'30" @ \$3.03 per hr.	\$10.60 Same as above
Powell, B. E.	7/ 9/54	4'45" @ \$3.03 per hr.	14.34 Same as above
Lunsford, J. A.	7/12/54	4'30" @ \$3.03 per hr.	13.63 Same as above
Lunsford, J. A.	7/13/54	5'00" @ \$3.03 per hr.	15.15 Same as above
Lunsford, J. A.	7/14/54	3'30" @ \$3.03 per hr.	10.60 Same as above
Powell, B. E.	7/15/54	3'30" @ \$3.03 per hr.	10.60 Same as above
Powell, B. E.	7/16/54	3'30" @ \$3.03 per hr.	10.60 Same as above
Lunsford, J. A.	7/19/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	7/20/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	7/21/54	5'00" @ \$3.03 per hr.	15.15 Same as above
Powell, B. E.	7/22/54	4'30" @ \$3.03 per hr.	13.63 Same as above
Powell, B. E.	7/23/54	4'30" @ \$3.03 per hr.	13.63 Same as above
Lunsford, J. A.	7/25/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	7/27/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	7/28/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Powell, B. E.	7/29/54	4'30" @ \$3.03 per hr.	13.63 Same as above
Lunsford, J. A.	8/ 2/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	8/ 3/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	8/ 4/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	8/ 9/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	8/10/54	4'00" @ \$3.03 per hr.	12.12 Same as above
Lunsford, J. A.	8/11/54	4'00" @ \$3.03 per hr.	12.12 Same as above

(Such as writing up requests for advance Pullman reservations and entering same in Pullman Code Book. Mr. R. H. LePell District Passenger Agent writing up notes to Ticket Clerk as to what tickets to make up, which have been requested by some, and to write same in Code Book.)

The basis of the claim in each instance was:

"Claiming ——— hours at punitive overtime rate account district passenger agent answering telephone, making reservations and other work formerly did by ticket clerks. This in violation Rules 1, 2, 3 and 25 to have persons not covered by our Agreement doing this work. . . ."

EMPLOYES' STATEMENT OF FACTS: Prior to about August 15, 1949, the Carrier maintained at its Wichita, Kansas Passenger Station, a station force consisting of:

One Ticket Clerk—rated \$11.59 per day

One Ticket Clerk—rated \$11.09 per day

One Telegrapher—seven days per week 2:30 P. M. to 10:30 P. M.

On or about August 15, 1949, the Carrier abolished one of the Ticket Clerk positions.

The point is, that the district passenger agent is now doing the same work he has always been doing and during the same hours he formerly did it. Not only is it true that the clerk has not in the past done the particular work here in dispute but it is also true that the clerk has never exclusively performed this type of work at Wichita, Kansas.

There is no Agreement authority for the payment of this claim.

(Exhibits not reproduced.)

OPINION OF BOARD: Effective May 22, 1954 a Ticket Clerk position was abolished in order to readvertise the position to reflect a change in working hours. Starting with May 23, 1954, the hours assigned were 1:00 o'clock Tuesday and Wednesday as off-days, where formerly the position was worked 8:00 o'clock A. M. to 4:00 o'clock P. M. Monday through Friday. Complaint mostly concerns continuing contact with the public about passenger traffic arrangements outside assigned hours of the readvertised position, and making advance ticket arrangements while a Ticket Clerk was not assigned.

For a time the Pullman diagrams were kept under lock in the Ticket Office during off-hours. Without the Pullman diagrams no accurate information could be given out about Pullman space, nor could space be assigned. The Telephone Switchboard Operator, pursuant to her instructions, told all who called for the Ticket Office or to ask for train or ticket information, that the Ticket Office was closed and to call back after 1:00 P. M. If the one who called did not expressly ask to be put through to the Traffic Department or ask for the District Passenger Agent, all telephone contact with the public about train or ticket information, or for making Pullman reservations, was effectively cut off as a general proposition and for a time while the Ticket Office was closed.

On or about June 3, 1954 the Ticket Clerk was instructed to leave the Pullman diagrams out so they would be available during the morning hours before he came on duty. On or about July 1, 1954 the Telephone Switchboard Operator was told to put all calls for train or ticket information on the District Passenger Agent's extension. Thereupon, the District Passenger Agent was in a position to, and did, make use of the Pullman diagrams; made and entered reservations in the code book; wrote notes to the Ticket Clerk as to what tickets to make up; and entered same in the code book.

The Employees, being under the impression that work of positions covered by their contract and delegated to them to the exclusion of all others was being transferred to an excepted position under the contract, made prompt protest and have progressed time claims for alleged violations of contract.

The record does not support the protest, and, accordingly, claims are not valid.

Others than the Ticket Clerk, including one who was never under the Clerks' Agreement, customarily, and, in the past, at Wichita, did the same work as that performed by the Ticket Clerk during and outside the assigned hours of the Ticket Clerk. As the occasion demanded and circumstances warranted, the District Passenger Agent is shown to have assisted.

Moreover, it cannot seriously be disputed that those in the Traffic Department have a direct interest, as well as does the Ticket Clerk in promoting passenger traffic. As an incident thereto the District Passenger Agent must maintain public contacts for the express purpose of assisting with travel arrangements even though it involves making or assisting with Pullman reservations, giving out train or ticket information, and facilitating the issuance of tickets.

It seems to have been the intent of the parties, when they contracted, that, where Traffic Department representatives, in the past, have performed what is generally termed clerical work incident to their respective positions, they may continue to do so without it being said they have violated the scope rule. See rule 1, including "Note" that applies to "Excepted Positions".

We see enough in the record about how the work has been handled in the past in the Wichita office, after taking into account the usual and normal duties of the District Passenger Agent, to support a finding that no violation of the subject Agreement has occurred in connection with abolishing a Ticket Clerk position in order to readvertise same to reflect a change in the working hours, and no reduction in force for positions under the Clerks' Agreement having resulted.

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 Agreement was not violated.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 14th day of May, 1956.