

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Martin I. Rose, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY & STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS & STATION EMPLOYES**

AUGUSTA UNION STATION COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood that:

(a) The Carrier violated the Agreement, beginning in June or July 1956, when it arbitrarily changed a long established practice of relieving all Ticket Sellers of undercharges on tickets sold, by "fining" or requiring Ticket Sellers to pay the amount of such undercharges and retaining overcharges in its treasury.

(b) The Carrier shall now be required to refund to Ticket Sellers G. W. Rhodes, Nell A. Hancock, Paul C. Umstead and A. A. Saunders, their substitutes or successors, any and all amounts they have been or may be required to pay on account of undercharges in the tariff rate of tickets sold.

EMPLOYEES' STATEMENT OF FACTS: Claimants are Ticket Sellers employed by the Carrier, their duties being to check or calculate passenger fares on tickets purchased at the station by patrons of the Carrier's using the facilities of the Station, collecting such fares from the patrons.

In checking tariff rates or calculating fares, it sometimes happens that an error will be made in the amount collected from the passenger. It sometimes occurs that there will be an undercharge, i. e., the passenger will be charged less than the correct amount. It sometimes occurs that the passenger will be charged more than the correct amount. (Overcharge.) Since the passenger's names and addresses are seldom known, it is rarely possible to locate them to refund overcharges or collect additional fares on undercharges.

Prior to June or July 1956, when the Auditor's office developed an error in a fare, it was handled on the books of the Carrier without affecting the compensation of Ticket Sellers. "Overcharges" were credited to the Carrier's Passenger receipts and "undercharges" were charged to the same

In this particular case all aspects of the transaction were handled by Georgia Railroad. The Station Company had no supervision over the questions involved and received none of the money.

It is my understanding that each tenant line has and follows its own policies respecting under collection of fares. Generally, I understand each case is handled upon its merits but the policies and merits of each line are developed without participation by the Station Company.

The Station Company was not consulted and had no part in any of the proceedings upon which the case developed. Therefore, it is the position of the Station Company that the claim should be dismissed insofar as it is concerned.

We are advised by the Georgia Railroad that insofar as undercharges and overcharges are concerned the Augusta Union Station ticket office differences are handled in the same manner as other stations on its line, in that their accounting department rates and settles all coupons on a correct basis. If an undercharge is developed, agent is furnished a correction sheet showing detail of change and amount is suspended by accounting department until debit is reported by agent. The items are cleared from agent's account through cash collected from purchaser or ticket seller. If agent has sufficient reasons to request relief, he must secure passenger traffic manager's recommendation before authorized by accounting department.

In the instant claim the Georgia Railroad advised that while they had been lenient through the years in authorizing relief to ticket sellers at Augusta, that beginning in 1953 they adopted practice of affording relief in some instances and charging ticket sellers in others, which we assume brought about the instant dispute.

The other tenant lines, Southern Railway and Atlantic Coast Line Railroad, advise their policy generally is the same as this of the Georgia Railroad, expect that before affording relief their accounting department must have a joint recommendation from the division superintendent and passenger department representative.

For reasons stated above, carrier requests this case be dismissed or denied.

All data contained herein has been made available or is known by Petitioner.

OPINION OF BOARD: The Company operates a passenger station for various Augusta lines and performs services such as selling tickets and handling baggage and mail for its Carrier tenants. Tickets are supplied to the Company by the Carrier tenants and all instructions and practices relating to the sale of tickets, and the accounting for them, are issued by the individual Carrier tenants. Cash remittances are made to the individual Carrier tenants and are not handled through the accounts of the Company or supervised by it. The Georgia Railroad was one of the Carrier tenants.

The record shows that the claim is based on a letter dated October 9, 1956, written by the Claimants, Ticket Sellers, to the General Chairman in which they state:

"This is to certify that prior to June or July, 1956 it was the practice of Georgia Railroad Passenger Traffic Manager to relieve all Ticket Sellers of undercharges on tickets sold. About June or July we were advised that no further relief would be given on undercharges, except when in the opinion of Passenger Traffic Manager a justifiable error exists.

"We were presented with debits dating back to 1954 with instructions that payment be made immediately. At this time the issue of overages in working change came into the picture, as several clerks had over a long period of time accumulated a good amount of credit in their working change, which had been remitted in the Union Station account, a request being made that these overages be applied against their debits, this Carrier refused to do, therefore grievance was made with Local and General Chairman.

"Though Passenger Traffic Manager claimed he would be lenient in relieving justifiable errors on tickets sold, the record will show that no consideration is being given whatsoever."

From these statements it is clear that the practice relied on and the payments required of the Claimants on account of undercharges on tickets sold for which the claim is made were actions of the Georgia Railroad and not of the Company. There is no evidence that any of such payments were made by the Claimants to the Company.

Allowance of the claim is urged on the basis of the existence of the employe-employer relationship between the Claimants and the Company. But we are not referred to any principle or Agreement rule under which, in the circumstances presented, we may validly invoke our jurisdiction to hold the Company responsible for the actions of the Georgia Railroad by reason of the employment relation between the Claimants and the Company. Such a result is not authorized on principle or by rule of the Agreement.

With respect to the overages referred to, the Company states that the Ticket Sellers deposited "all unlocated overages" to its credit and that:

"These funds cannot be remitted to the individual carrier because they do not know at the time to whom such funds belong. A separate account for such funds is maintained and the individual carrier involved calls on such funds in event of claims, and if after due time is passed no specific charges are refunded, they are divided prorata to each of the carriers."

While equitable principles may suggest some measure of relief to Claimants, depending on the relationship between overages and undercharges, by the use of this fund to the extent applicable, we are likewise without jurisdiction in this regard and none of the Carrier tenants who may assert an interest in the fund are before us.

For all of these reasons, the claim must be dismissed without prejudice to any rights the Claimant may otherwise have.

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 claim should be dismissed.

AWARD

Claim dismissed in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1961.