



Award No. 14925
Docket No. CL-15267

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, 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 System Committee of the Brotherhood (GL-5694) that:

(a) The Carrier violated the Clerks' Agreement and the Memorandum of Agreement effective November 1, 1940, when on December 2, 1963, it removed work regularly assigned to Ticket Clerk position No. 771 at San Antonio, Texas, and permitted such work to be performed by personnel of the Western Military Bureau at Lackland Air Force Base, who are not covered by the Clerks' Agreement.

(b) R. H. Jenkins, Ticket Clerk No. 771, be paid three hours at pro rata rate for five days per week beginning December 2, 1963, and continuing thereafter until such time as the ticket sales work at Lackland Air Force Base is returned to employees under the Clerks' Agreement.

EMPLOYEES' STATEMENT OF FACTS: For many years prior to December 2, 1963, Carrier maintained an office at Lackland Air Force Base (12 miles from downtown San Antonio, Texas) furnished with the necessary equipment, where Carrier would send a Ticket Clerk or Clerks depending on volume of passenger traffic, whose duty it was to open the office, quote passenger rates, make up and deliver tickets to those in military service based at that point. It was also the duty of the Ticket Clerk to collect charges and maintain accounts for the tickets sold.

On Sunday, December 1, 1963 the Carrier closed this office, consequently stopped sending a Ticket Clerk to Lackland Air Force Base to perform the work in question, after which Carrier permitted employees of the Western Railroad Military Bureau to perform this work and, in addition, transferred to this Bureau monies from its accounts, representing its proportion of the \$1,000.00 cash fund necessary for the operation of the Lackland Air Force Base Ticket Office.

As result of his position of Ticket Clerk-Cashier No. 738, located in the City Ticket Office at Houston, Texas, being abolished, Mr. R. H. Jenkins

Dear Sir:

Reference to your letter of April 27, 1964, file G-1811, appealing claim of Clerk R. H. Jenkins for three hours at the straight time rate of pay December 2, 1963, with claim on a continuing basis Monday through Friday for above named claimant or all successor(s), when it is alleged Western Military Bureau performed work belonging exclusively to clerical employees.

This Carrier does not recognize claims for 'all successors' as valid because the employees have not been named; thus, the requirements of Rule 29 of the Clerks' Agreement have not been met. See Third Division Award No. 11754.

Without waiving in any manner whatsoever Carrier's contention, the claim here presented is invalid, the following reply is made to your letter.

Facts as we understand them are as follows: The Western Military Bureau, a Government Agency at Lackland Air Force Base, furnishes information, collect monies and issues a form to Air Force Personnel, which may be exchanged for a ticket covering transportation upon presentation to the ticket clerk at San Antonio, Texas. This is a service furnished military personnel by the government and in no way infringes upon the rights of railroad employees. All work in connection with ticket sales is handled by employees covered by the Clerks' Agreement.

Since the issuance of forms by the Western Military Bureau to Air Force Personnel is not a railroad function, it is not work reserved to railroad employees. The issuance of Ticket Order Forms to be presented to the Carrier's ticket office in San Antonio to obtain tickets for transportation is under the jurisdiction and control of U.S. Air Force and is, therefore, work that has not and cannot become the exclusive work of clerks. This being so, the issuance of Ticket Order Forms is not work belonging exclusively to railroad employees.

For the reasons set forth in paragraph two above, the claim here presented is invalid. Furthermore, for the reasons stated herein, there has been no violation of the applicable agreement and this claim, therefore, is respectfully declined.

Without prejudice to our position expressed above, it is also our position that in any eventuality all claims must be limited to the actual loss suffered by any named claimant, and the total claim must be limited to the actual amount of work involved.

Yours truly,

/s/ B. W. Smith

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to December 2, 1963 Carrier maintained a part-time ticket office at Lackland Air Force Base (12 miles from downtown

San Antonio, Texas). This was an accommodation to service personnel at that facility and had its genesis during World War II when troop movements in and out of Lackland were enormous. The practice was continued until the volume of business generated there diminished to the point that Carrier reasoned that the revenue no longer justified the service. The claim is for three hours work per day, five days per week, such being the time normally spent by the ticket clerk at the Lackland Office.

The Scope Rule is general in nature; it affords no exclusive claim on behalf of Clerks to the task of ticket selling. Nor is Claimant able to sustain a contention of any traditional practice pursuant to which the work was done exclusively by members of the Organization. Further, all the actual selling of tickets has been conducted at the downtown ticket office since discontinuance of the Lackland facility; the operation at Lackland consisted, both before and after such discontinuance, of the Western Railroad Military Bureau acting as sort of a travel bureau, handling everything except the actual issuance of tickets. (They did collect fares and issue a form which the recipient subsequently exchanged for a ticket at the ticket office downtown). Since they had performed the same service for many years prior to the change in procedure it is apparent that Claimants have no claim based on a transfer of work previously reserved exclusively to them.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: S. H. Schulty
Executive Secretary**

Dated at Chicago, Illinois, this 10th day of November 1966.