

AWARD NO. 97
ORT ORIGINAL DOCKET CASE NO. 15
N.R.A.B. DOCKET NO. TE-7027

SPECIAL BOARD OF ADJUSTMENT NO. 100

PARTIES) The Order of Railroad Telegraphers
)
TO)
)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the General Committee of The Order of Railroad Telegraphers on the St. Louis Southwestern Railway, St. Louis Southwestern Railway Company of Texas, that:

- (1) Carrier violated the Agreement between the parties hereto, when commencing on the 3rd day of September, 1949, and continuing thereafter, it failed and refused to fill the position of Agent at Mt. Pleasant, Texas, on Saturday and Sunday of each week, but instead required and permitted others, not covered by the Agreement, to perform the work of said Agent on said days.
- (2) Carrier shall be required to fill the position of Agent, Mt. Pleasant, Texas, on Saturday and Sunday of each week, either by assigning regular relief, according to Rules of the Agreement or requiring and permitting the regular incumbent of the position to fill such position on Saturday and Sunday of each week.
- (3) Carrier shall be required to compensate the senior idle extra telegrapher, at the straight time rate, for each day and date, Carrier has failed and refused to fill such position, the names and amounts to be determined by joint check of Carrier's records; or, if no extra employe available, Carrier shall compensate C. Rounsaville, Agent, Mt. Pleasant, Texas, for 8 hours at one and one-half times straight time rate, for each and every day and date, Carrier failed and refused to fill such position from September 3, 1949, until such violative practice is discontinued.

FINDINGS: This claim involves the station agency at Mt. Pleasant. Under the agreement an agent is maintained at that location. Prior to the effective date of the Forty Hour Week Agreement, the agent was assigned on a six day work week basis. Subsequent to the effective date of the Forty Hour Week Agreement, the agent was assigned five days per week in keeping with that agreement Monday through Friday. The position was blanked on Saturday and Sunday. The Organization takes the position here that a part of the agent's duties at Mt. Pleasant is supervision of other employees and that as a result thereof the job on his rest days should have been assigned to a relief employee or the agent paid for duty on those two days. The only thing that requires the maintenance of an agent at Mt. Pleasant is the fact that the current agreement between the Organization and the Carrier requires an agency position to be maintained at that point.

It appears from the facts developed here that on Saturday and Sunday subsequent to September 1, 1949, no supervision was required of the employees working at the

agency on those two days and agent was relieved of supervision on those two days. It is quite understandable that at an agency position, the agent has supervision twenty-four hours per day, yet there is no contention on the part of the organization that an agent should be on duty twenty-four hours per day, that the supervision is general as required by the Management and agency maintained because of contract agreement; therefore, if the Carrier was able to do without supervision on the two days, it was not necessary for the agent to assume the responsibility of the operation for those two days.

In negotiation of the Forty Hour Week Agreement it was contended that the 40 hour week assignment in no way precluded the Carrier from blanking jobs that did not work or no work was needed on the rest days, but if work had to be performed on the rest days then it was their duty to either assign a relief employee or to pay the one holding the position for any work that was performed on either or both of the rest days. It was decided in Awards 4482 and 5723 that it was necessary to maintain an agent at the points involved therein and that the agency itself could not be blanked one day or fifty-five days as involved in those cases. That is not what happened here. The agent was maintained as the agreement provides, but supervision was disposed of on the two days that the agency had for assigned rest days. We think that was in keeping with the Forty Hour Week Agreement and not in violation thereof. Therefore, we see no basis upon which the claims here could be sustained.

AWARD: Claim denied.

/s/ Frank P. Douglass

Frank P. Douglass, Chairman

/s/ O. C. Jones

O. C. Jones, Employee Member

Dissenting

Tyler, Texas

December 10, 1956.

/s/ L. C. Albert

L. C. Albert, Carrier Member