

ORG. FILE 3-1-Vin.
CARRIER FILE D-3252
NRAB FILE CL-10226

AWARD NO. 32
CASE NO. 32

SPECIAL BOARD OF ADJUSTMENT NO. 194

PARTIES The Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees
TO

DISPUTE St. Louis - San Francisco Railway Company

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

(1) The Carrier violated the terms of the currently effective Agreement between the parties when on or about February 9, 1957, it reduced the Day Ticket Clerk position at Vinita, Oklahoma, from a seven-day position to a six-day position and assigned the work thereof to employees who hold no seniority or other rights under the Clerks' Agreement on Saturday of each week.

(2) Mr. C. A. Ward now be paid a day's pay for each date February 9, 16, 23, March 2, 10, 16, 23, 30, April 6, 13, 20, 27, May 4, 11, June 1, 8, 15, 22, 29, July 6, 13, 20, 27, August 10, 17 and 24, 1957.

FINDINGS: Special Board of Adjustment No. 194, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

Prior to February 9, 1957, the station force at Vinita consisted of:

<u>Position</u>	<u>Assignment</u>	<u>Rest Days</u>
Agent 1	6 day	
Day Ticket Clerk	7 day	Fri - Sat 2
Night Ticket Clerk	7 day	Tues - Wed 3

Effective February 9, 1957 the assignment of the Day Ticket Clerk position was changed from 7 day to a 6 day assignment and the rest days were changed to Saturday and Sunday. The Sunday, but not the Saturday, rest day was protected by a relief assignment. Both before and after February 9, 1957, the Agent worked Saturdays.

The duties of the Day Ticket Clerk, according to the bulletin included:

"Selling tickets; handle Pullman reservation requests; furnish information in connection with reservations; handle interchange of cars to and from the MKT and assisting in writing up pro books daily. Other duties as may be assigned by the Agent."

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- 1) A supervisory agent performing no telegraphic duties and partially excepted under the Telegraphers' Agreement.
 - 2) protected by regular relief assignment.
 - 3) protected by an extra clerk.

The Organization asserts that, in addition, the Day Ticket Clerk handled mail and baggage to and from trains, checked yards, made switch lists, made 22 and 81 reports, handled waybills and manifests, delivered mail to the transfer mail carrier and handled OS&D inspections and reports. It is claimed that performance of all of this work (except making reports) was required on the Day Ticket Clerk's rest days and that it was performed by the Agent on Saturdays.

We find that both the Agent and the Day Ticket Clerk sold tickets and met passenger trains during their regular assigned hours; but that the Day Ticket Clerk alone performed the remaining duties of the Day Ticket Clerk assignment during the week.

The claim is based solely on the Scope Rule and Rule 43 (g).

First. The Carrier's contention with respect to the failure to give third party notice is governed by SBA No. 194 Award 5 paragraph "First."

Second. The Carrier has cited a number of denial awards on this property. This is not a case like Awards 4355 and 7133 where the work in dispute was not the exclusive work of either craft during the week. Nor is it a case like Award 5912 where the work in dispute was assigned on one of the rest days to another clerk of equal rating regularly assigned to the same general class of work. Nor is it a case like Award 8690 where the rest day work in dispute consisted of ticket and baggage work only, which was assigned to telegraphers to fill out their time.

Here the work of selling tickets and handling mail and baggage to and from trains was not the exclusive work of either craft (see Award 4355).

But it is established that the remaining duties of the Day Ticket Clerk (except the making of reports) were required to be performed on both of his rest days; that the Agent had not in practice performed this work during the week; that the work in dispute has not been treated as normally incidental to the performance of the Agent's work but on the contrary has been treated as exclusively assigned to the Day Ticket Clerk during the week.

In these circumstances a sustaining award is in order.

A W A R D

Item (1) of the claim sustained; Item 2 sustained for a call if the work in dispute (other than selling tickets and handling mail and baggage to and from trains) could have been performed on a call basis; if otherwise, sustained for a day's pay at pro rata rate.

/s/ Hubert Wyckoff
Chairman

/s/ T. P. Deaton
Carrier Member

/s/ F. H. Wright
Employee Member

Dated at St. Louis, Missouri, June 26, 1959.