

Under the
RAILWAY LABOR ACT
Special Board of Adjustment No. 226

Hearings April 9-30, 1958

Dallas, Texas

Award No. 21



PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

MISSOURI-KANSAS-TEXAS LINES

STATEMENT OF CLAIM:

ORT Claim 2-22 the Carrier has violated the Agreement between the parties when it imposes the work of unloading and otherwise handling grain doors at various stations of the Carrier; that such work is not properly within the scope of employment of employees under the Telegraphers' Agreement; that any employee who has been or is required to perform such work or engaged extra labor for its performance shall be properly compensated or reimbursed for same; and that said employees shall not hereafter be required to do such work except by agreement between the parties.

FINDINGS AND OPINION:

The ORT states that, "Grain doors have been unloaded at stations each year for the past fifty years by section men."

The Carrier interprets the claim to be "...a request of E. R. Wiles for refund of \$4.50 for unloading grain doors at Savonburg, Kansas." It contends that unloading grain doors is a part of the Agent's work and that he should not be reimbursed for paying someone for performing work he is obligated to perform. The Carrier refers to the Agreement wherein Agents are expressly exempt from cleaning batteries, washing windows, scrubbing floors, attending to pumps or switch lights, except under specified circumstances. It reasons that, inasmuch as unloading grain doors is not included in the named exemptions in the Agreement, such work is not removed from Agent duties and that the Agent at Savonburg therefore was required to unload grain doors when such work was assigned to him by the Carrier.

There were 250 grain doors in the lot which the Agent at Savonburg was expected to unload from a car and stack in the warehouse of the depot. At age 62, and not in robust health, the Agent felt that he should not have been expected to unload the grain doors. He sought and was denied authority to employ someone to unload them at the Carrier's expense. Feeling that he was not able or required to unload them he hired a man to unload them for \$4.50 and now requests reimbursement.

It is not disputed that unloading grain doors has through past years been work generally assigned to the section crews. It has not been the practice to require agents to unload grain doors, at least in substantial quantities. Grain doors are reasonably heavy. The nature of the work required in unloading and stacking them is self evident. At best, it is not a one-man job, especially for the older agents.

Moreover, the past practice to have section men unload them was based upon the relation of the agent to the public. He was not expected to perform common labor in substantial amounts. At passenger train time when the waiting rooms and platforms were swarming with passengers and other members of the public, the Agent was expected to be dressed well and neatly, and even to don a nice looking cap with the word AGENT inscribed in gold letters. His duties at the station were principally to meet the public solicit business, sell tickets, keep the books and records and do telegraph work. This work

required a good personal appearance, with hands free of splinters, bruises and lacerations.

Time have changed many things on the railroads. The former concept of the term "AGENT" has been all but obliterated at the smaller stations. Today the agent is a mere shadow of his illustrious predecessor. Nevertheless, immediate and indiscriminate assignments of grain door unloading to the agents is not supported in the past relations between the Carrier and its agents.

It is not permissible or practical for us to promulgate rules for grain door handling between the Carrier and its agents. It would be unreasonable to hold, and we do not hold, that agents should never be required to unload and stack grain doors at their stations. The age and physical condition of the agent, the number and weight of the grain doors, the physical surroundings at each unloading and stacking job, and similar facts, should all be considered fairly by both the agent and the Carrier each time, without delay or partisanship.

It is our finding that the Agent at Savonburg should be reimbursed in the amount of \$4.50 for hiring a man to unload the grain doors mentioned in the claim.

AWARD:

Claim sustained, as per opinion.

/s/ Daniel C. Rogers
Daniel C. Rogers, Chairman
Fayette, Missouri

/s/ W. I. Christopher
W. I. Christopher, Employee Member
Deputy President, O. R. T.
3860 Lindell Blvd.
St. Louis 8, Missouri

/s/ A. F. Winkel
A. F. Winkel, Carrier Member
Ass't. General Manager
Missouri-Kansas-Texas Lines
Dallas, Texas

Dallas, Texas

August 1, 1958