

ORG. FILE 21-142
CARRIER FILE 140-529-27
NRAB FILE CL-8128

AWARD NO. 8
CASE NO. 8

SPECIAL BOARD OF ADJUSTMENT NO. 174

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

DISPUTE The Gulf, Colorado and Santa Fe Railway Company

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

(a) Carrier violates the current Clerks' Agreement when it requires Samson James, Janitor-Porter, Pauls Valley, Oklahoma, to vacate his regular assigned position on his assigned rest days and requires or permits a Class 1 employee to perform the work thereon; and

(b) Samson James shall now be paid eight (8) hours at time and one-half at rate of his regular position for each Saturday and Sunday from September 11, 1954 forward until violation is corrected.

FINDINGS: Special Board of Adjustment No. 174, 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.

When the 40-hour week became effective September 1 1949 this Class 3 Janitor Position was treated, as it had been before, as a 7-day position; and while for a time the position was relieved by a regular assigned swing relief employee or by an off-in-force-reduction employee, Claimant who was the regular occupant of the position had, for some time prior to September 11 1954, worked both of his rest days for which he was compensated at the rate of time and one-half, since this position was the only Class 3 position at Pauls Valley in 7-day service.

Prior to July 17 1954 four passenger trains arrived and departed Pauls Valley during the assigned hours (11 AM to 8 PM) of the Janitor position and a Class 1 General Clerk position. The exchange of mail at Pauls Valley was rather heavy and required the service of at least two employees in order to avoid delay to trains. Accordingly both the General Clerk and the Janitor regularly handled the baggage and mail on these four trains.

On July 17 1954 two of these trains were discontinued whereupon the Carrier reduced the Janitor position from a 7-day position to a 5-day position with rest days on Saturdays and Sundays.

Since July 17 1954 the assigned duties of the Janitor position (with average time consumed according to the Carrier's check) have been:

Item 1 Clean station (2 waiting rooms, 1 office, 2 toilets)	2'00"
Item 2 Handle baggage and mail (2 trains)	1'00"
Item 3 Maintain fire in 3 coal stoves (fall and winter only)	2'00"
Item 4 Maintain Company station park (spring and summer only)	3'00"

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Since September 11 1954 Item 1 and Item 4 have been discontinued on Saturdays and Sundays. Item 3 has been performed on Saturdays and Sundays by the clerical employes on duty in the same manner in which it has always been handled outside the assigned hours of the Janitor. The General Clerk alone handled the baggage and mail on the remaining two trains on the Janitor's rest days.

The parties are in disagreement on the essential question whether the work in question was part of the regular assignment of the Janitor or of the General Clerk. The Organization contends that the General Clerk has always assisted the Janitor and the Carrier contends that the Janitor has always assisted the General Clerk.

It is established by the evidence of record that since 1944 the handling of mail and baggage has been part of the regular assignment of both positions and that the work has never been exclusively assigned to either position. Article III Section 8 (e) forbids the bulletining of Class 3 positions but there is no doubt that the Janitor has regularly performed this work. There is before us a bulletin of the General Clerk Position posted March 20 1954 which lists "working mail and baggage on trains 16, 5, 305 and 306" among the duties of the position; and there is no doubt that the General Clerk has also regularly performed this work.

First. The Organization's argument that the Agreement forbids the assignment of this work to a Class 1 employe in the circumstances presented by this claim cannot be sustained. Article II Section 1 contemplates the performance of non-clerical work by Class 1 employes; and Article II Section 3 fortifies this conclusion (Awards 6140 and 2011; and see Award 7167).

Second. The Janitor position had no exclusive right to handle mail and baggage on Saturdays and Sundays; and the Carrier was at liberty to discontinue station cleaning on Saturdays and Sundays. It follows that the Carrier was entitled to treat the Janitor position as a 5-day position within the meaning of Article VI Section 10(b) when the handling of baggage and mail no longer required the service of two employes (Awards 7133 and 7371).

A W A R D

Claim denied.

/s/ Hubert Wyckoff
Chairman

/s/ A. D. Stafford
Carrier Member

/s/ J. D. Bearden
Employee Member

Dated at Chicago, Illinois December 16 1958