

NATIONAL RAILROAD ADJUSTMENT BOARD  
THIRD DIVISION

Edward F. Carter, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**GREAT NORTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees that the Carrier violated the Clerks' Agreement:

1. When on April 22nd, 1946, it abolished the position of expense clerk, rate \$8.02 per day, at Willmar Freight Station, distributing the work to the Second and Third Trick Operators at Willmar Passenger Depot, thus removing the work from under the Scope and Operation of the Agreement.
2. That the position of Expense Clerk be reestablished; be bulletined and assigned immediately under the Clerks' Agreement.

**JOINT STATEMENT OF FACTS:** The passenger station and freight station at Willmar, Minnesota, are located approximately 500 feet apart. For many years prior to October 1, 1944, it had been the practice for telegraph operators employed in the passenger station to handle expensing and abstracting of revenue waybills. As of that date, account volume of business due to war time conditions, this work was taken from the telegraphers and an expensing clerk put on in the freight station office to handle it. On April 22nd, 1946, this expensing clerk was taken off and the work transferred back to the Telegraphers in the passenger station.

**POSITION OF EMPLOYEES:** The above position was later properly assigned to an employee on the Station and Yard Seniority Roster and continued in effect until April 22, 1946 when the position of Expensing Clerk, then carrying a rate due to increases in pay of \$8.02, per day, at Willmar Freight Station, was abolished. The work was distributed to the Second and Third Trick Telegraphers at the Willmar Passenger Depot. These employees are not covered by the Clerks' Agreement and hold no rights under it. Employees protested to the Carrier requesting the work be returned and placed under the Agreement and assigned to an employee covered by it.

This dispute involves the application of the Agreement between the Carrier and the Organization regarding the proper assignment of clerical work. The Organization contends the Agreement by both its terms and intent contemplates the clerical work here involved should be assigned to and performed by Clerical Employees for whose benefit the Agreement was made.

work previously performed by employees under and subject to the Clerks' Agreement. If joint conferences between the carrier and the two organizations involved are held when such changes are contemplated, they should operate to reduce the number of disputes of this character."

In view of the above we hold that your Board cannot do other than deny the claim of the Employees.

(Exhibits not Reproduced.)

**OPINION OF BOARD:** The passenger and freight stations at Willmar, Minnesota, are approximately 500 feet apart. Prior to October 1, 1944 telegraph operators employed in the passenger station handled the expensing and abstracting of revenue bills. On that date, because of increased volume of business due to war conditions, this work was taken from the telegraphers and given to an expensing clerk put on in the freight office to handle it. The expensing clerk's position was placed under the Clerks' Agreement. On April 22, 1946, the expensing clerk position was abolished and the work returned to the telegraphers in the passenger station. The Organization contends that the Agreement was violated when this work was returned to the telegraphers.

It is a matter of common knowledge in the railroad industry that for many years before the Clerks' organization came into existence, telegraphers have been required and have had the right to perform clerical duties to the extent necessary to fill out their time when not occupied with their telegraphic duties. Award 615. But this general rule has been subject to some limitations. In Award 636, it was said with reference to Award 615:

"Broad language was there used to the effect that the only limit was the telegraphers capacity. But it should be understood that the opinion was dealing with the situations there involved, and there is not the remotest inference drawable from what was there said that would sanction any such practice as that indulged here under the guise of the principles recognized by that award.

The practice there referred to as being abundantly proven and a matter of common knowledge was the assignment of clerical work, existing or arising at or immediately adjacent to the post of the telegrapher, to him."

We think the rule stated in Award 615, as limited by Award 636 and other subsequent awards, means that telegraphers with telegraphic duties to perform have the right to perform clerical duties to the extent necessary to fill out their time, but that said clerical duties must be incidental to or in proximity with their work as a telegrapher. See Award 3988. It was never intended that a telegrapher might be severed from his post and sent to an unrelated location to fill out his time, or, that clerical work might be taken from a clerical position at an unrelated point and brought to a telegrapher to be performed by him. Such an interpretation would permit an improper invasion of the rights of clerks under their agreement and render the positions of clerks very insecure.

In the case before us the clerical position abolished was in the freight house, located some 500 feet from the passenger station, where the telegraphers were employed. To abolish a position in the freight house, a position wholly clerical in character, and assign the work to telegraphers at the passenger station to fill out their time, constitutes a violation of the announced rule. The fact that telegraphers had formerly performed this work does not alter the situation. An affirmative award is in order.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively carrier and employes 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 violated as alleged.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. I. Tummon  
Acting Secretary

Dated at Chicago, Illinois, this 21st day of January, 1949.