

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Martin I. Rose, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**UNION PACIFIC RAILROAD COMPANY
(South-Central and Northwestern Districts)**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Union Railroad Company (South-Central and Northwestern Districts) that:

(1) The Carrier violated the terms of the agreement between the parties when on December 22, 27, 1950, at Hazelton, Idaho; and January 7, 11 and 12, 1951, at Homedale, Idaho, it failed to call and use the occupant of the position of agent-telegrapher at each of these stations to perform the agency work arising outside their regular assigned hours, which was part of the regular duties comprising their positions.

(2) In consequence of such violations the Carrier shall compensate the agent-telegraphers at Hazelton and Homedale respectively in accordance with the appropriate rules of the agreement for each day of violation listed above, and for all similar violations occurring subsequent to the dates shown in paragraph (1).

EMPLOYEES' STATEMENT OF FACTS: Prior to 1953, Hazelton, Idaho, was a one-man station in charge of an agent-telegrapher six days a week, Monday through Saturday, assigned hours 8:30 A. M. and 5:30 P. M. with one hour allowed for meals. The station was closed each Sunday. Early in 1953 the Carrier changed this agency to that of a five day week position ordering the station closed each Saturday and Sunday.

Hazelton, Idaho, is located on the South Central seniority district midway on the 87 mile North Side Branch freight line 24 miles from Rupert, and 49 miles from Bliss which is situated at the extreme west end of this branch. Rupert is located at a junction point 14 miles from Minidoka which is located at the extreme east end of the branch. The following sketch will serve to show the locations of these stations:

(Sketch not reproduced.)

On the dates shown in paragraph (1) of the Statement of Claim, and subsequent dates, at a time outside the regularly assigned hours of the agent-telegrapher at Hazelton, and when said agent-telegrapher was not on duty,

Telegraphers may perform the duty incident to filling out their regular assignments. There is, however, no rule, principle or custom which requires that they be called outside of their regular assignment to perform strictly clerical work; nor is there any prohibition against the moving of cars from one point to another for billing.

Under the Accounting Department instructions, cars picked up at non-agency stations are moved on a conductor's memorandum waybill to the first open agency, where the waybill is prepared. Rule 184(b) stipulates that agencies which are not open the entire twenty-four hour period will be treated as non-agency stations in so far as the waybilling of cars picked up during the time no employees at the agency are on duty is concerned.

Cars picked up at non-agency stations and at stations which are closed have always been moved to the first open agency for preparation of the waybills.

The work involved in the preparation of waybills covering the movement of cars originating at Hazelton on December 22 and 27, 1950, and the work of inscribing minor information on waybills already prepared at Homedale fall within the same classification, and while there may be some slight variation as to the amount of work involved in each case, both are governed by the same principles.

For reasons hereinbefore stated the Carrier submits that the work of preparing waybills is clerical work; that it is not work covered by the Telegraphers' Agreement; and that there is no provision of agreement, practice or principle which requires that waybills for cars be prepared at any point or by any individual. It follows that there could not, in the absence of such a requirement, be a violation of the agreement in moving cars from one point to another for billing.

The claim of the agent at Hazelton, for the same reasons as the claim at Homedale, should be denied.

All information and data contained in this response to Notice of Ex Parte Submission is a matter of record or is known by the Organization.

(Exhibits not reproduced.)

OPINION OF BOARD: Although the claim involves the one-man agencies located at Hazelton and Homedale, Idaho, the record shows that it presents substantially the same facts under the same Agreement as in denial Awards 9989 and 7078, both of which involved the same parties. We find no basis for not following the reasoning set forth in those awards.

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 Employees 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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of October 1961.