

Award No. 10552
Docket No. CL-9584

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

J. Harvey Daly, Referee

PARTIES TO DISPUTE:

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

LOUISIANA & ARKANSAS RAILWAY COMPANY

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

(1) That the Carrier violated Rules of the currently effective Agreement, effective April 1, 1943, revised September 1, 1951 and February 1, 1956, governing the hours of service and working conditions of the Employees, when on or about April 4, 1956, without conference or agreement, it unilaterally discontinued a position embraced within the Scope Rule of said agreement; namely, Clerk at Daingerfield, Texas, and assigned duties normally and traditionally attached to said position to employees without the scope of said Agreement.

(2) That the position of Clerk at Daingerfield-Veals, Texas, be restored and that S. C. Williams, Jr., be restored to his former position, and

(3) That the regular assigned occupant of the position as of April 4, 1956, Mr. S. C. Williams, Jr., be reimbursed for all wage losses sustained since date of the arbitrary abolishment of his position on April 4, 1956.

EMPLOYEES' STATEMENT OF FACTS: There are two named stations or points involved in this dispute; i.e., Daingerfield and Veals, Texas, approximately four miles apart and located on Carrier's line of rail from Shreveport to Dallas known as the Southern Operating Division under jurisdiction of Superintendent Canty at Shreveport, Louisiana. Veals is an interchange point with the Texas and Northern Railroad.

Prior to April 1956 Carrier maintained a station force with headquarters at Daingerfield consisting of an Agent-Operator and one Station Clerk. The normal work assignment of the Clerk was:

OPINION OF BOARD: Prior to April 1, 1956, an Agent-Operator and one Station Clerk, both headquartered at Daingerfield, Texas, handled the work of the headquarters' station as well as the work of the station at Veals, nearly four miles away. Veals is an interchange point with the Texas Northern Railway.

On April 1, 1956, the Carrier established two telegrapher positions at Veals and on April 4, 1956, the Carrier abolished the Station Clerk's position at Daingerfield. The work of the Agent-Operator at Daingerfield had been greatly reduced and he was able to handle the station alone. The Station Clerk's work at Veals was absorbed by the two telegraphers.

The Organization contends that the Carrier's unilateral action violated the Scope Rule and also Rules 3, 7, 17 and 67 of the controlling Agreement.

The Organization claims that the clerical work involved represented a full day's work and that it had not diminished at the time the position was abolished. The Organization further claims that the 3 hours daily yard work the Station Clerk had previously performed at Veals — which is exclusively Clerks work — is now performed by the two telegraphers. The Organization maintains that this yard work is not in close proximity to where the telegraph keys were installed and that the telegraphers must leave their stations to perform this yard work.

The record on the property indicates that a Clerk's position had previously been both established and abolished at Veals in keeping with clerical job demands. The record also indicates that operational requirements controlled the installation of the two telegrapher positions at Veals. Incidentally, the Organization did not challenge the Carrier on this point.

The principle that a telegrapher may perform clerical duties that are "incident to or in close proximity to" his telegraph work, can only be applicable when two or more crafts or classes of employees are involved. In the instant case, there is only one craft involved. Consequently, that principle is inapplicable.

In Award 5786, involving the same instant parties, this Board held:

"The record establishes the necessity for the telegraphic positions. Under such circumstances a telegrapher may properly perform clerical work in proximity thereto to the extent required to fill out the position he occupies. If the work recedes to the point when the telegraphers can perform it all it is the clerks and not the telegraphers which must be cut off when telegraphic work remains to be performed."

From the above, it inferentially follows that when a telegrapher is alone at a station, he must perform all the requisite job duties both proximate and otherwise.

The Scope Rule of the controlling Agreement did not reserve the clerical work set forth in the Opinion solely to the Claimant. Consequently, we must rule that the Carrier did not violate the Agreement and deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of April 1962.