

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

(Supplemental)

Don Hamilton, Referee

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad, that:

1. Carrier violated and continues to violate the agreement between the parties when, effective December 9, 1958, it declared the agent-telegrapher position at Bradford, Iowa, abolished and transferred all the work of that position to the supervisory agency at Iowa Falls, Iowa, a position not within the scope of the said agreement.

2. Carrier shall be required to:

(a) Reestablish the agent-telegrapher position at Bradford, Iowa, with the former incumbent E. L. Hackbarth, restored thereto, if he so desires; if not, the Bradford position to be advertised in the usual manner as a permanent vacancy.

(b) Compensate, for eight hours each working day at the Bradford rate of pay, the senior, idle telegrapher on the First District; if this employe proves to be an extra telegrapher, his name and identification is that shown on the lists of extra board assignments Chief Dispatchers are required to submit to Local Chairmen per Rule 19-(b)-5, page 93 of the Agreement; if there is on any day of the week no idle telegrapher, this claim is in behalf of the senior telegrapher on the First District, idle for rest day, or days, on the following basis:

Sunday.....	B. J. Brown
Monday.....	J. O. Proffitt
Tuesday.....	M. R. Miller
Wednesday.....	M. R. Miller
Thursday.....	W. C. Anderson
Friday.....	C. M. Cowan
Saturday.....	B. J. Brown

Beginning on December 9, 1958 and continuing thereafter until the violation is corrected.

(c) Compensate E. L. Hackbarth for all time or wages lost, plus expenses incurred, as a result of his enforced move from Bradford.

(d) Compensate all other telegraphers for any loss of wages, or expenses incurred, as a result of displacement caused by the improper abolishment of the Bradford position.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties are available to your Board and by this reference are made a part hereof.

On December 9, 1958, the Carrier closed the Bradford, Iowa station and declared abolished as of that date the Agent-Telegrapher position at this one-man station. For the year 1957, this station had a gross revenue and business of \$61,974. It removed all of the work from the Bradford station, and from the scope of the Telegraphers' Agreement, and assigned to, or under the supervision of, the Supervisory Agent at Iowa Falls, Iowa—a position not within the scope of the Agreement.

Prior to December 9, 1958, since railroad service was first established at Bradford, there has been an Agent-Telegrapher there who was responsible for and entitled to perform all the agency work at this one-man station. The Iowa Public Service Commission authorized the closing of this station despite the fact that the Carrier, during the hearing, made no representation that the station was losing money. The annual revenue of \$61,974 being ample evidence that the Carrier could afford to furnish full-time agency service to this community.

Iowa Falls is eight miles distant from Bradford. The station at Iowa Falls is in charge of a Supervisory Agent, filled by appointment, excluded from the coverage of the Telegraphers' Agreement by the terms of Memorandum "D." The station force at Iowa Falls, in addition to the Agent, consists of two Clerks and three Telegraphers. The three Telegrapher positions, covered by the controlling Agreement here, are located in the Passenger Depot, perform the communication service for the station, sell tickets and perform incidental clerical work. The two Clerks' positions are covered by another agreement. The Agent's Office is in the Freight Depot, one of the Clerks is assigned to the Freight Depot, and the other Clerk performs some work at the Passenger Depot, particularly head-end work on the passenger trains. All the work of the one-man station at Bradford, accounting, waybilling, freight bills, bills of lading, demurrage, and all the items of work that go to make up the duties and responsibilities of the agency were transferred to the Supervisory Agent at Iowa Falls.

Claim was filed and handled in the usual manner up to and including the highest designated officer of the Carrier and has been declined. Correspondence reflecting this handling on the property is attached hereto as ORT Exhibits 1 through 5.

**POSITION OF EMPLOYEES:** Work is the essence of the position. The work of a position cannot be removed from the position and transferred to others not covered by the Agreement without violating said Agreement. Further, all the station work at a one-man station belongs to the Agent at that station and cannot be transferred to other employees at another station.

It is the Carrier's position that the above cited awards support our position in the instant case. The Carrier has never limited its right to abolish positions in the interest of efficiency and economy of operations. The work which was formerly performed at Bradford is being performed by the class of employees entitled thereto under the agreement at Iowa Falls.

In summary, the Carrier submits:

1. The Carrier fully complied with ORDER A-5788 of the Iowa Commerce Commission.
2. The Carrier fully complied with its contract with The Order of Railroad Telegraphers.
3. The telegraphers' work formerly performed at Bradford is now being performed by employees represented by the craft doing the complaining.
4. Because neither the facts in the case nor the applicable agreement support the employees' allegation that "all the work of that (Bradford) position" was transferred to ". . . a position not within the scope of said agreement . . .", we respectfully request your Board so hold by issuing a denial award.

(Exhibits not reproduced).

**OPINION OF BOARD:** Acting under the authority of the Iowa State Commerce Commission, the Carrier discontinued the agency and telegraph office at Bradford, Iowa, which then became a prepay station. The work was thereafter handled at the Iowa Falls, Iowa agency.

The position at Bradford, Iowa was that of agent-telegrapher. The position at Iowa Falls is that of supervisory agency, as provided for in Memorandum "D" of the agreement. On page 142 of the agreement, we find three telegrapher positions within the Iowa Falls agency. It is also recognized that there are several clerks positions within the agency.

Employees contend that the supervisory agent is excepted by Memorandum "D" from the terms of the agreement and that the clerks are not covered by the agreement. These contentions appear correct.

Employees further assert that all of the work previously performed by the Bradford agent-telegrapher belongs to that position and that some of it is being performed by the supervisory agent and the clerks at Iowa Falls and that such is a violation of the agreement.

Although we recognize that this Board has held that all of the work at a one man station belongs to the agent, we are of the opinion that such work is not considered, under the agreement, to be his exclusively. Indeed it seems to be permissive in nature only. Therefore, we cannot hold that the transfer of non-telegrapher work to non-telegrapher employees is a violation of this agreement.

We consider the primary question in the instant claim to be, whether or not, under the agreement, the telegrapher work previously performed by the agent telegrapher at the Bradford station is now being performed by employees at Iowa Falls not covered by the agreement. In this regard we find

that the record does not disclose any evidence upon which such a claim could be sustained. Therefore, since it does not affirmatively appear that the agreement has been violated by the transfer of telegrapher work to employes not covered by the agreement, the claim is denied.

**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 Employes 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 has not been violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June, 1964.