



Award No. 14322

Docket No. TR-11799

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)**

**CHICAGO, BURLINGTON AND QUINCY
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committees of The Order of Railroad Telegraphers on the Chicago, Burlington and Quincy Railroad that:

1. Carrier violated the agreement between the parties when on September 3, 1957 it transferred work of the agent position at Onalaska, Wisconsin, a one-man station, to employes not covered by the Agreement at LaCrosse, Wisconsin and when on November 15, 1958, it improperly abolished the position of agent at Onalaska, Wisconsin.

2. Carrier shall be required to compensate D. J. Fishler, Agent at Onalaska, at the time and one-half rate for all time worked outside the assigned hours at Onalaska and a day's pay on each work day of his position that he does not work beginning on November 17, 1958 and continuing thereafter on a day to day basis until the violation is corrected.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and are by this record made a part hereof.

Onalaska, Wisconsin is a station on this Carrier's lines about five miles north of LaCrosse, Wisconsin. For many years there has been a position of agent, under the Telegraphers' Agreement, at this station. At the time cause for this claim arose, D. J. Fishler was the regularly assigned incumbent of the position of agent at Onalaska.

On September 3, 1957, a traveling auditor came into the station at Onalaska and closed down all inbound and outbound accounts on both freight and passenger business at that station. This removed all the work of accepting freight shipments, issuing bills of lading and waybilling the shipments; it also removed all the work of handling inbound freight business, expensing the waybills and delivering the freight. In addition, all accounting related to this handling was removed. This work was transferred to the employes working in the freight house at LaCrosse, Wisconsin, employes not covered by the Telegraphers' Agreement and under the supervision of the freight agent at LaCrosse, a position also not covered by the Agreement. Immediate protest was made by the Local Chairman to the Division Superintendent concerning this removal and transfer of work. A little later the General Chairman entered

rate, from September 3, 1957, the first date specified in the claim, until November 14, 1958, when it was closed in pursuance of Order of the Public Service Commission of Wisconsin in Docket No. 2-R-3378, dated October 17, 1958. Copy of said order is attached hereto, identified as Carrier's Exhibit No. 1.

Onalaska station is located approximately 2.7 miles north of Carrier's LaCrosse yard office, and approximately 5 miles north of LaCrosse station. LaCrosse and Onalaska are contiguous municipalities composing a single metropolitan area, all of which is encompassed in Carrier's LaCrosse yard limits.

Carload and less-than-carload freight are handled by Carrier at Onalaska. The carload freight service is performed by switching movements operating within the LaCrosse switching limits. Less-than-carload freight at Onalaska is handled entirely by motor vehicle service, and free pick-up and delivery of such freight is provided at Onalaska in connection with the LaCrosse terminal operation.

The two principal industries served by the Burlington at Onalaska are the National Auto Wrecking Company, dealers in scrap metals, and the Erickson Hardwood, Inc., dealers in railroad ties and lumber. Both industries are also served by the Milwaukee Railroad, all Milwaukee billing and accounting being handled at the Milwaukee freight house in LaCrosse. There is no bank in Onalaska, the shippers doing their banking in LaCrosse. Because these shippers had to go to LaCrosse to bill their cars on the Milwaukee and to do their banking, they requested that they also be permitted to bill their cars on the Burlington at LaCrosse. In addition, the consignees to which the Erickson Hardwood, Inc. billed the majority of their cars had representatives located in LaCrosse, and these consignees requested that their representatives be permitted to handle billing at LaCrosse rather than Onalaska. In compliance with these requests from shippers and consignees, Carrier transferred the billing and accounting from Onalaska to LaCrosse freight station, effective September 3, 1957.

As stated previously, Onalaska was continued as a non-telegraph agency with the same agent working this regular assignment and being paid his agreed-upon rate of pay subsequent to September 3, 1957 until the station was closed on November 14, 1958 in conformity with Order issued by the Public Service Commission of Wisconsin.

The Schedule of Rules Agreement between the parties, effective May 1, 1953, and amendments thereto including the August 21, 1954 Agreement, are by reference made a part of this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier maintained a one-man non-telegraphic agency station at Onalaska, Wisconsin. On September 3, 1957 Carrier transferred the billing and accounting work from Onalaska to employees at La Crosse Freight Station, members of the Clerks' Organization. Pursuant to order of the Public Service Commission of the State the station was closed and on November 15, 1958 the Agent's position at Onalaska was abolished.

The Organization contended that the work was transferred to employees not covered by the Agreement and that the Agent's position was improperly abolished. The record does not support this contention.

Carrier asserted that the station accounting work in over 600 stations on the property is handled by employees other than telegraphers. This was not effectively rebutted.

Petitioner has failed to establish with competent evidence of record an Agreement right to the work in dispute. The Claim must fail for want of proof.

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 Claim fails for lack of proof.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of April 1966.