



Award No. 16952
Docket No. TE-16255

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

SOO LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Soo Line Railroad Company, that:

1. Carrier violated the Telegraphers' Agreement when, on each of the days listed herein, one or more members of train crews unloaded into or loaded out of the freight houses at points listed herein, LCL freight and/or express shipments when the claimants were not on duty.

2. Carrier shall compensate the Telegraphers listed as follows, at the effective rate for the time claimed at each respective station:

W. J. Doyle, Jr. - 1 call - February 22, 1965 at Wendell, Minnesota
J. A. Karas - 1 hour overtime - January 20, 1965 at Wyndmere, N. D.
O. O. Hausken - 1 call - February 14, 1965 at Veblen, S. D.
O. O. Hausken - 1 call - February 18, 1965 at Veblen, S. D.
I. M. Miller - 1 call - January 14, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - January 18, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - January 21, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - January 22, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - January 23, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - January 26, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - January 27, 1965 at Lidgerwood, N. D.
I. M. Miller - 2 calls - February 1 and 2, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - February 3, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - February 5, 1965 at Lidgerwood, N. D.
I. M. Miller - 1 call - January 12, 1965 at Lidgerwood, N. D.

I. M. Miller - 1 call - February 10, 1965 at Lidgerwood, N. D.
 V. M. Stein - 1 call - January 18, 1965 at Forman, N. D.
 V. M. Stein - 1 call - January 20, 1965 at Forman, N. D.
 V. M. Stein - 1 call - January 22, 1965 at Forman, N. D.
 V. M. Stein - 1 hour - January 27, 1965 at Forman, N. D.
 V. M. Stein - 1 hour - January 29, 1965 at Forman, N. D.
 V. M. Stein - 1 hour - February 1, 1965 at Forman, N. D.
 V. M. Stein - 1 call - February 3, 1965 at Forman, N. D.
 F. M. Zollar - 1 call - January 9, 1965 at Cogswell, N. D.
 F. M. Zollar - 1 call - January 28, 1965 at Cogswell, N. D.
 F. M. Zollar - 1 call - February 9, 1965 at Cogswell, N. D.
 F. M. Zollar - 1 call - February 20, 1965 at Cogswell, N. D.
 E. F. Harak - 1 call - January 26, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - January 28, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - January 30, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - February 2, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - February 6, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - February 8, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - February 16, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - February 23, 1965 at Oakes, N. D.
 E. F. Harak - 1 call - March 2, 1965 at Oakes, N. D.
 H. L. Nelson - 1 call - January 20, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - January 23, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - January 29, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - February 2, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - February 10, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - February 12, 1965 at Kulm, N. D.
 E. F. Harak - 1 call - February 13, 1965 at Oakes, N. D.
 H. L. Nelson - 1 call - February 16, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - February 18, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call (holiday) - February 22, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - February 23, 1965 at Kulm, N. D.
 H. L. Nelson - 1 call - February 27, 1965 at Kulm, N. D.
 J. M. Coppin - 1 call - January 18, 1965 at Fredonia, N. D.
 J. M. Coppin - 1 call - January 25, 1965 at Fredonia, N. D.
 J. M. Coppin - 1 call - January 29, 1965 at Fredonia, N. D.
 J. M. Coppin - 1 call - February 17, 1965 at Fredonia, N. D.
 J. M. Coppin - 1 call (holiday) - February 22, 1965 at Fredonia, N. D.

J. M. Coppin - 1 call - February 23, 1965 at Fredonia, N. D.
J. J. Sahli - 2 hours - February 24, 1965 at Moffit, N. D.
J. J. Sahli - 1 call - February 26, 1965 at Moffit, N. D.
J. J. Sahli - 1 call - March 1, 1965 at Moffit, N. D.
J. J. Sahli - 1 call - March 3, 1965 at Moffit, N. D.
J. A. Schauer - 1 call - February 1, 1965 at Benedict, N. D.
J. A. Schauer - 1 call - February 3, 1965 at Benedict, N. D.
J. A. Schauer - 1 call - February 5, 1965 at Benedict, N. D.
J. A. Schauer - 1 call - February 8, 1965 at Benedict, N. D.
J. A. Schauer - 1 call - February 16, 1965 at Benedict, N. D.
E. F. Roehrich - 2 hours - January 26, 1965 at Wilton, N. D.
E. F. Roehrich - 2 hours - January 29, 1965 at Wilton, N. D.
E. F. Roehrich - 2 hours - February 5, 1965 at Wilton, N. D.
L. E. Park - 1 hour - January 18, 1965 at Douglas, N. D.
L. E. Park - 1 call - January 28, 1965 at Douglas, N. D.
L. E. Park - 1 call - February 3, 1965 at Douglas, N. D.
L. E. Park - 1 call - February 5, 1965 at Douglas, N. D.
L. E. Park - 1 call - February 10, 1965 at Douglas, N. D.
L. E. Park - 1½ hours - February 17, 1965 at Douglas, N. D.
E. B. Janisch - 1 call - February 10, 1965 at Makoti, N. D.
T. E. Lynch - 1 call - February 17, 1965 at Marshall, N. D.

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties, effective July 1, 1956, as amended and supplemented, is available to your Board, and by this reference is made a part hereof.

Prior to December 28, 1964, the Brotherhood of Railroad Trainmen had an agreement rule with this Carrier, reading as follows:

"RULE 4.

All freight will be placed on station platform regardless of whatever kind it is."

On December 28, 1964, the Carrier and the Brotherhood of Railroad Trainmen entered into an agreement which provided for full attrition in the reduction of third brakemen positions and the elimination or amending of certain rules, including Rule 4.

On January 11, 1965, Superintendent Welton issued the following notice under File A-68:

**"SOO LINE RAILROAD COMPANY
WESTERN DIVISION
Office of Superintendent**

**Enderlin, North Dakota
January 11, 1965**

A-68

CARRIER'S STATEMENT OF FACTS: For a number of years prior to January 1, 1965, trainmen were not required to deposit freight, or express shipments inside depots, freight sheds, etc. They were merely required to place such shipments on the station platform. This was true whether or not there were station forces on duty.

Late in December, 1964, an understanding was reached whereby, commencing January 1, 1965, trainmen might be required to place such shipments within the door of the freight house or heated portion of the depot at such times as agents and other station employes were not on duty. The trainmen were also instructed to pick up such outbound shipments as might be set out by the station forces.

Upon learning of these instructions the General Chairman of the Transportation-Communication Employees' Union lodged a protest and shortly thereafter claims were initiated on behalf of individual agents employed at so-called one-man stations. These claims were progressed to the highest office of appeal on the property, where they were denied.

In the handling of these claims it was agreed between the parties that while some 69 one-man agencies were involved in this dispute, only the first group of claims would be submitted to the Board, with the understanding that Carrier in its submission might make reference to the number of stations involved and the economies to be realized through the handling complained of.

Copies of schedule agreement between the parties, effective July 1, 1956, and supplements and amendments thereto, are on file with the Board and are made a part of this record by reference.

OPINION OF BOARD: These claims are identical with those in Docket No. TE-17379, our Award No. 16951. They are sustained on the same basis.

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 Agreement was violated.

AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of February 1969.

**CARRIER MEMBERS' DISSENT TO
AWARD NO. 16951, DOCKET TE-17379,
and
AWARD NO. 16952, DOCKET TE-16255
(Referee David H. Brown)**

The so-called "one-man station" doctrine or theory is not supportable by reference to any rule in the Agreement. Beyond that, throughout Carrier's property the subject work has never been performed exclusively by telegraphers.

**R. A. DeRossett
C. H. Manoogian
J. R. Mathieu
C. L. Melberg
H. S. Tansley**