

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22543
Docket Number CL-22473

George S. Roukis, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and
(Steamship Clerks, Freight Handlers,
(Express and Station Employees
(
(St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8531) that:

1. Carrier violated the Agreement between the parties when on March 21, 1977, it required an employee not covered by the telegraphers' schedule to perform agency work at Van Buren, Arkansas.

2. Carrier shall now be required to allow one day's pay to Mr. G. E. Barham, who was the regular assigned agent/telegrapher at the time of the abolishment of the position at Van Buren, Arkansas.

3. Carrier violated the Agreement between the parties when on March 29, 1977, it required or permitted Mr. W. O. Evans, a Sales Representative, to sign bills of lading from Farmland Industries, Inc. at Van Buren, Arkansas.

4. Carrier shall now be required to allow Mr. G. E. Barham, who was the regular assigned agent/telegrapher at that location when the position was abolished, an additional day's pay.

OPINION OF BOARD: Pursuant to lawful authority from the State, Carrier closed its Van Buren, Arkansas Station and transferred the terminal services, previously there provided, to its Fort Smith, Arkansas Terminal effective close of business, March 19, 1977.

Thereafter, on March 21, 1977 and March 29, 1977 certain Carrier work was required in Van Buren.

On March 21, 1977 Carrier required a check of cars on tracks at Van Buren and instructed a clerical employee at its Fort Smith Terminal to obtain same as was the practice with outlying points falling under the Fort Smith Agency.

On March 29, 1977, a sales representative signed a shipper's bill of lading when he called on Farmland Industries, Inc., at Van Buren.

The March 21 and 29, 1977, incidents are the subject of the claims now before us.

The Organization bases its claims on the line of awards involving one-man stations wherein this Board and others, have held that "all the work of a one-man station belongs to the agent at that location." See e.g., Award 6 of SBA 405 and Third Division Award No. 217 between these same parties.

Carrier resists the claims asserting that the work of checking cars and signing bills of lading is not the exclusive work of telegraphers.

A review of the record, the arguments of the parties, and awards cited in support of the parties' respective positions, leads us to conclude that employes reliance on the one-man station principle is misplaced here.

Inasmuch as the Employes failed to meet the burden of proof relative to showing that the performance of work in the two cited instances violated their agreement, the claims are 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 was not violated.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1979.