

SPECIAL BOARD OF ADJUSTMENT NO. 117

ORDER OF RAILROAD TELEGRAPHERS
and
MISSOURI PACIFIC RAILROAD COMPANY

Call for Agent C. D. Gaither, or the incumbent of the position, at Carona, Kansas, beginning October 14, 1955, when Carrier permitted or required train service employees to perform Agency work at that location.

OPINION OF BOARD: The confronting claim concerns the allegation by the Organization that work coming within the scope of the 'Telegraphers' Agreement is being performed by those not covered thereby and claim is here made in behalf of one C. D. Gaither, Agent-Telegrapher, Carona, Kansas, for a call on all such dates wherein it is shown that the aforesaid work which allegedly comes within the scope of the 'Telegraphers' Agreement is performed by train service employees as of October 14, 1955.

The telegrapher's position at the point in question, that is, Carona, Kansas, is a one-man station. The said point is a junction point with the North East Oklahoma Railroad and the Missouri Pacific Railroad Company.

On the dates and at the times when the claimant is on duty, all clerical work necessary to the completion of interchange of cars between the N.E.O. and M.P. is and has been performed by the claimant. Prior to the date of the making of this claim, claimant here was called out to perform this work on a call basis; however, at this time train crews were instructed to affect the necessary interchange operations by and through the use of waybills and without the necessity or the use of switch lists or yard checks by the claimant.

It is the change of the method of the performance of this interchange work that forms the basis for the confronting claim.

The Organization asserts that the train crews are preparing switch lists and making yard checks and, in so doing, are performing work which is properly that of the claimant and properly within the scope of the 'Telegraphers' Agreement.

The respondent countered with the assertion that the train crews in question were not performing work coming within the scope of the 'Telegraphers' Agreement in that the method of accomplishing the interchange at this junction had been changed whereby the train crews were making their necessary pickups from the waybills which were available and had been instructed not to prepare switch lists nor make yard checks.

The respondent further asserted that it was obvious that in not requiring conductors to make yard checks and instructing them to accomplish interchange with the use of waybills rather than switch lists, the handling of the cars was being accomplished without the need or the necessity of clerical work by the agent at this point, and that, in truth and in fact, there was no performance of agent's work by one not covered by the effective agreement, but rather that there had been the discontinuance of the services formerly required of the claimant.

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The Board is of the opinion and so finds and holds that if the preparation of switch lists and necessary yard check information is required, such preparation comes within the scope of the Telegraphers' Agreement at this particular point and, as such, should be performed by an employee covered by such agreement. However, here we are confronted with a situation whereby the respondent, at their discretion, determined that necessary pickups and interchange work could be accomplished by train crews through the use of waybills and without the necessity of yard checks or switch lists.

The Board is of the opinion that under conditions that are presently existant there has been placed in operation an arrangement whereby all pickups and interchange work are accomplished by the use of waybills and without the necessity that records and reports be prepared.

The Board is of the further opinion that work that had heretofore been deemed necessary was discontinued and had not been assigned, nor was it being performed by any employee not covered by the effective agreement.

For the reasons stated, the confronting claim lacks merit.

FINDINGS: The Special Board of Adjustment No. 117, upon the whole record and all the evidence, finds and holds:

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;

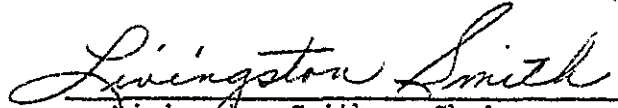
That this Special Board of Adjustment has jurisdiction over the dispute involved herein; and

That the Carrier did not violate the effective agreement.


AWARD

Claim denied.

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Livingston Smith -- Chairman


W. I. Christopher -- Employee Member


G. W. Johnson -- Carrier Member

St. Louis, Missouri
October 16, 1957