

SPECIAL BOARD OF ADJUSTMENT NO. 132

PARTIES: THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 88

STATEMENT
OF CLAIM:

1. Carrier violated the agreement between the parties hereto when on or about January 1, 1954, it unilaterally removed the following work from the Agency position at Hyattsville, Maryland, which work was and is exclusively reserved to the Agency position at Hyattsville covered by the terms of the Telegraphers' Agreement, and transferred said work to the Supervisory Agent at Washington, D. C., a position not covered by the Telegraphers' Agreement:

Preparation of Forms DS 2-A, and DS 2-B, record freight received.

Preparation of Form 244, expense bills.

Preparation of Form DS 3-T, correction of mistakes in way bills.

Preparation of Form 29-B, record of demurrage charges.

Form 59 - Rev. -1, drafts issued for station expense.

Form DS-6, account current

Form CTB-1, bills of carload shipments, copies of which are sent to Central Traffic Bureau, Baltimore, Maryland.

Form 41, report of Federal transportation tax collected.

Form 1308, order notify, patrons under bond.

Form 2500 - Rev. Bill for demurrage charges.

Form 3252, comparative statement.

Forms 89 and 90, remittance records. Form 89 list of individual deposits.

Form 90 monthly report of deposits.

Form 26, over collections not refunded.

2. As a result of the transfer of the above mentioned work the Carrier is, and has been, causing, requiring and permitting work solely reserved to the agency position at Hyattsville, a position covered by the Telegraphers' Agreement, to be performed by employees of the supervisory agency position at Washington, D. C., a position not covered by the Telegraphers' Agreement.

3. Said work be restored to the agency position at Hyattsville, Maryland, and the agent at that point be compensated for the amount of time required daily to perform the work removed from his station for each day said work has been performed by employees not covered by the Telegraphers' Agreement until such time as said work is restored to the agent at Hyattsville.

FINDINGS:

Hyattsville, Maryland, is located on the Washington Sub-division of the Baltimore Division, about 5.5 miles east of Washington, D. C. After January 1, 1954, certain work of a clerical nature, formerly performed by the Agent at that station, was transferred to clerical employees in the Supervisory Agent's office at Washington, D. C.

The record reveals that the motivating force behind the transfer of the work was the fact that work in the Hyattsville agency was not being timely performed. The Agent still works the same hours as before the transfer and works ^{the} same overtime on Saturdays.

The employees' contention here is that the Carrier should either have permitted the Agent to work overtime or furnished him with additional clerical help if the work was not progressing satisfactorily.


The work transferred was not communications work, but was of a clerical nature. It is a well accepted principle established by numerous Awards of the Third Division, National Railroad Adjustment Board that when the clerical work at one-man agencies becomes so voluminous that the Agent cannot perform it all himself and an additional employee is required that a clerk (not under the Telegraphers' Agreement) may properly be assigned to the job. If the work recedes and only one employee is required to perform it, the work flows back to the Agent's position. The employees recognize the existence of and subscribe to that principle as is evident from their alternative contention to the effect that the Agent should have been furnished with additional clerical help. If it would be permissible under the Telegraphers' Agreement for a clerk at Hyattsville to perform the disputed work it is difficult to see how it becomes a violation of the Telegraphers' Agreement because a clerk at Washington performed the same work. In either event, the work is being performed by an employee not covered by the Telegraphers' Agreement.

The employees have cited a number of Third Division awards with respect to the right of the Agent to perform station work in one-man stations. Most of those awards turn upon the fact that work formerly performed by the Agent on a call or overtime basis was transferred to other crafts at the same point or else was transferred to another point for the purpose of circumventing the need for calling the Agent after hours. Here, neither of those elements is present. It is clearly established that the motivation for the transfer of the work was to clear up backlogs and assure more expeditious handling. The hours of the agent remained the same as before the transfer and he continued to make the same amount of overtime. Under these circumstances we see no basis for a sustaining award.

AWARD

Claim denied

Francis J. Robertson
Francis J. Robertson
Chairman



B. N. Kinkead
B. N. Kinkead
Employe Member
(Dissenting)

T. S. Woods
T. S. Woods
Carrier Member

Dated at Baltimore, Maryland this 23d day of August 1957.