

ORG. FILE 16-29
CARRIER FILE 140-465-31
NRAB FILE CL-7991

AWARD NO. 5
CASE NO. 5

SPECIAL BOARD OF ADJUSTMENT NO. 174

PARTIES The Brotherhood of Railway and Steamship Clerks,
 Freight Handlers, Express and Station Employees
TO

DISPUTE The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
that:

(a) Carrier violated the rules of the current Clerks' Agreement when on or about March 15, 1953 and February 15, 1954, without conference or agreement with the Brotherhood, it discontinued several clerical positions at Hanford, California, and assigned the duties of these positions to the occupants of Telegrapher positions, who hold no seniority rights under the Clerks' Agreement; and,

(b) Claim that all such work be restored to employees covered by the rules of the current Clerks' Agreement; and,

(c) Claim that Mr. E. Ender be compensated for 7 hours per day at punitive rate of his regular assignment, retroactive to March 15, 1953 and continuing until such violation of Agreement rules is corrected; and,

(d) Mr. P. Cook shall be compensated for 7 hours per day at punitive rate of his regular assignment, retroactive to March 15, 1953, and continuing until such violation of agreement rules is corrected.

FINDINGS: Special Board of Adjustment No. 174, upon the whole record and all the evidence, finds and holds:

The Carrier and Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act as amended.

This Special Board of Adjustment has jurisdiction over this dispute.

From 1925 to 1944 the Carrier's station forces at Hanford consisted of:

Agent	9 AM - 6 PM
Telegrapher-Cashier	8 AM - 4 PM
Telegrapher-Clerk	4 PM - 12 MN
Telegrapher-Clerk	12 MN - 8 AM
Cashier Clerk	8 AM - 5 PM
General Clerk	11 AM - 8 PM
General Clerk	9 AM - 6 PM
Trucker	7 AM - 4 PM
Trucker	4 PM - 12 MN

There were also at Hanford Tower, about one or two blocks from the station, three Towermen who operated control levers exclusively.

In 1944 complete communications facilities were installed at Hanford Tower whereupon the three telegrapher positions at Hanford Station were abolished, the three towermen positions at Hanford Tower were reclassified to telegrapher-towermen and all communications and train order work was performed at the tower in addition to the handling of levers. So the telegrapher force remained unchanged until November 25, 1952 when the installation of Centralized Traffic Control eliminated the Hanford Tower and communication facilities were reinstalled at Hanford Station.

The three Telegrapher-Towermen positions were thereupon abolished and the Agent position was reclassified to Agent-Telegrapher upon the supposition that all communications work could be performed on the first track. This supposition proved unfounded and effective January 1, 1953 the two General Clerk positions were abolished and the two Telegrapher-Clerk positions were reassigned.

On January 1, 1953 the Hanford station force consisted of:

Agent-Telegrapher	9 AM - 5 PM
Telegrapher-Clerk	3 PM - 11 PM
Telegrapher-Clerk	9 PM - 5 AM
Cashier Clerk	8 AM - 5 PM
Ticket Information Clerk	6:15 AM - 3:15 PM
Baggage man	5 AM - 2 PM
Baggage man	3 PM - 12 MN

It is to be observed that the telegrapher force was not assigned around-the-clock: there was an overlap 3 PM - 5 PM and 9 PM - 11 PM and a void 5 AM - 9 AM.

On February 21, 1954 one Baggage man position was abolished and the assigned hours of the Ticket Info Clerk and one of the Telegrapher-Clerks were changed:

Agent-Telegrapher	9 AM - 5 PM
Telegrapher-Clerk	3 PM - 11 PM
Telegrapher-Clerk	5 AM - 1 PM
Cashier-Clerk	8 AM - 5 PM
Ticket-Info. Clerk	3 PM - 12 MN
Baggage man	3 PM - 12 MN

This left the telegrapher force still not assigned around-the-clock: there was an overlap 3 PM - 5 PM and 9 AM - 1 PM and a void 11 PM - 5 AM.

These two overlaps continued until October 26, 1956 when the situation was corrected.

First. Clerical work at this station has been traditionally and customarily performed by both crafts; and neither Clerks nor Telegraphers has an exclusive right to the work.

Communications work was not transferred back and forth between the Station and the Tower for the purpose of transferring work from one craft to the other. On the contrary, the communication facilities themselves were physically transferred from one location to the other and the work simply followed the facilities. We know of no limitation upon a carrier's right to relocate and transfer communication facilities as the Carrier did here.

When the communication facilities were located at the Station, on well settled principles telegraphers filled out their time with clerical work; and when the communication facilities were transferred to the Tower, telegraphers followed their work and took no clerical work with them.

When the communication facilities were re-transferred to the Station, the telegraphers again followed their work and the right to perform clerical work flowed back to them.

Second. The right of telegraphers to perform clerical work is not an absolute right. It is conditioned upon the existence of the telegraphic duties and also upon spare time during which the telegrapher may be assigned clerical duties to fill out his time (Award 615). For example, if there were eight hours of telegraphic work and eight hours of clerical work on a given trick, it would be a palpable invasion of Clerks' rights to assign two Telegrapher-Clerks to that trick.

It is possible that the services of two telegraphers might be required during a given trick, but there is no showing here that the services of two telegraphers were required during the overlaps disclosed by this record.

Such being the case Clerks' rights were invaded during the overlaps when two telegraphers were on duty. It follows that a sustaining award is in order to the extent of the overlaps which can be satisfied by payments for a minimum call for each overlap.

A W A R D

Item (a) of the claim sustained.

Item (b) of the claim denied.

Item (c) and Item (d) of the claim each sustained for the period March 15, 1953 to October 26, 1956 to the extent of one minimum call each day.

/s/ Hubert Wyckoff
Chairman

/s/ A. D. Stafford
Carrier Member

/s/ J. D. Bearden
Emploee Member

Dated at Chicago, Illinois December 16, 1958