

SPECIAL BOARD OF ADJUSTMENT NO. 186

AWARD NO. 10

Organization's File

R-987

Carrier's File

TE-27-56

STATEMENT OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on the Denver and Rio Grande Western Railroad that:

"(1) The Carrier violated the Agreement between the parties when it failed to advertise and fill positions and/or vacancies at DeBeque and Clifton, Colorado, and Cisco, Utah.

"(2) As a result of such violations, Carrier shall now be required to pay an amount equivalent to one day's compensation on the dates in 1955 next following the name of the employee and stations listed below:

DE BEQUE, COLORADO

9-17	J. J. Flynn	10-11	H. E. Rood
9-18	J. J. Flynn	10-12	Barney Romero
9-19	H. E. Rood	10-15	H. O. Williams
9-20	H. E. Rood	10-16	H. O. Williams
9-21	Barney Romero	10-17	H. O. Williams
9-24	J. J. Flynn	10-18	H. E. Rood
9-25	J. J. Flynn	10-19	Barney Romero
9-26	H. E. Rood	10-22	J. J. Flynn
9-27	H. E. Rood	10-23	J. J. Flynn
9-28	Barney Romero	10-24	H. E. Rood
10-1	J. J. Flynn	10-25	H. E. Rood
10-2	J. J. Flynn	10-26	Barney Romero
10-3	H. E. Rood	10-29	J. J. Flynn
10-4	H. E. Rood	10-30	J. J. Flynn
10-5	L. A. Crutchfield	10-31	H. E. Rood
10-8	J. J. Flynn	11-1	D. H. Olson
10-9	J. J. Flynn	11-2	D. H. Olson
10-10	H. E. Rood		

CLIFTON, COLORADO

9-17	J. A. Wells	10-11	L. A. Crutchfield
9-18	J. R. Taylor	10-12	E. W. Goetsch
9-19	C. E. Jordan	10-15	O. P. Simpson
9-20	L. A. Crutchfield	10-16	M. B. Reynolds
9-21	E. W. Goetsch	10-17	C. E. Jordan
9-24	J. A. Wells	10-18	L. A. Crutchfield

Award No. 10 (Continued)

9-25	J. R. Taylor	10-19	E. W. Goetsch
9-26	C. E. Jordan	10-22	M. B. Reynolds
9-27	L. A. Crutchfield	10-23	J. R. Taylor
9-28	E. W. Goetsch	10-24	C. E. Jordan
10-1	J. A. Wells	10-25	H. D. Patterson
10-2	A. R. Daub	10-26	E. W. Goetsch
10-3	C. E. Jordan	10-29	M. B. Reynolds
10-4	L. A. Crutchfield	10-30	J. R. Taylor
10-5	E. W. Goetsch	10-31	C. E. Jordan
10-8	J. A. Wells	11-1	L. A. Crutchfield
10-9	A. R. Daub	11-2	E. W. Goetsch
10-10	E. W. Goetsch		

CISCO, UTAH

9-17	O. P. Simpson	10-11	C. E. Jordan
9-18	M. B. Reynolds	10-12	L. A. Crutchfield
9-19	W. E. Cook	10-15	J. J. Flynn
9-20	W. E. Cook	10-16	J. J. Flynn
9-21	C. E. Jordan	10-17	H. E. Rood
9-24	O. P. Simpson	10-18	H. D. Patterson
9-25	M. B. Reynolds	10-19	L. A. Crutchfield
9-26	W. E. Cook	10-22	O. P. Simpson
9-27	W. E. Cook	10-23	M. B. Reynolds
9-28	L. A. Crutchfield	10-24	W. E. Cook
10-1	O. P. Simpson	10-25	W. E. Cook
10-2	M. B. Reynolds	10-26	C. E. Jordan
10-3	W. E. Cook	10-29	O. P. Simpson
10-4	W. E. Cook	10-30	M. B. Reynolds
10-5	E. W. Goetsch	10-31	W. E. Cook
10-8	O. P. Simpson	11-1	W. E. Cook
10-9	M. B. Reynolds	11-2	L. A. Crutchfield
10-10	C. E. Jordan		

FINDINGS: The State Utility Commission granted permission to close Carrier's stations at DeBeque, Clifton and Cisco for certain periods of the year. In the year 1956, the station at DeBeque was not advertised or opened for any part of the period from September 1 to November 30 when the Commission required it to be open. At Clifton, the office was closed on September 14, although the order required it to be open to October 31, and at Cisco it was closed on September 15 although the order required it to be open until December 15. The Organization claims that closing said offices without

Award No. 10 (Continued)

permission violated the agreement because the positions had been negotiated into the agreement but makes no claim arising by virtue of the offices being closed during the periods ordered by the Commission.

It appears that at these stations, as a result of changing conditions, and CTC operation, substantially all exclusive telegrapher work had disappeared and other station work properly assigned to telegraphers to fill out their jobs had also largely disappeared and the infrequent calls for billing and other clerical work formerly handled by the agent-telegrapher has been handled out of a neighboring station.

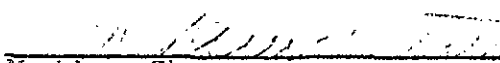
Even where positions have been listed in the wage scale, the awards of the Third Division have generally recognized the right of the Carrier to discontinue a position when the work of that position declines to a point where only an insubstantial part of the employee's time is occupied with the duties of the position. See Award 5719, Referee Guthrie, and Award 5803, Referee Carter.

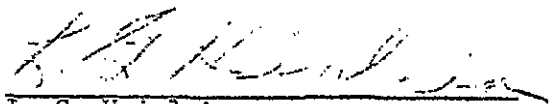
While orders of an appropriate Commission concerning the closing of stations should be strong evidence as to the existence or disappearance of work requiring the continuance or discontinuance of the office at the time the order was made, it does not excuse or control violation of the effective Agreement. We think the Carrier has shown without substantial dispute not only that there was such shortage of available telegraphic help that it was virtually impossible to obtain available personnel to fill the positions involved during the times complained of, but also to show that only a vestige of work remained and that the vestige of work remaining was not work belonging exclusively to telegraphers. Under CTC operation, no train

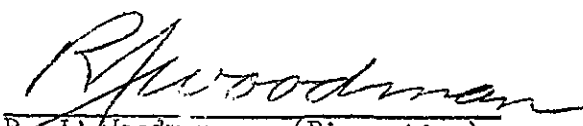
Award No. 10 (Continued)

orders were handled and no communications of record are issued and any lineups received would apparently be permissive under the prior awards on this property for the communication of lineups at stations where no telegraphers are employed.

AWARD: Claim denied.


Mortimer Stone
Chairman, Neutral Member


L. G. Heinlein
Carrier Member


R. J. Woodman (Dissenting)
Organization Member

Dated at Denver, Colorado, August 30, 1957