

SPECIAL BOARD OF ADJUSTMENT NO. 186

AWARD NO. 17

Organization's File

R-1028

Carrier's File

TE-16-57

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 declared abolished the position of agent-telegrapher at Cisco, Utah, effective 10:01 a.m. May 18, 1957, while the work of agent-telegrapher still remained at that station to be performed, and

"2. The Carrier shall now be required to re-open the position at Cisco, Utah and return Agent-Telegrapher H. M. Routh who was regularly assigned to that position; and,

"3. The Carrier shall be required to compensate Agent-Telegrapher Routh for all time lost, plus expenses away from home station, for every day commencing May 18, 1957 and continuing until the position of Agent-Telegrapher, Cisco, is restored and Mr. Routh returned thereto.

"4. The Carrier shall also compensate the employees who have been improperly displaced account of the violative action of the Carrier, including expenses away from home and the difference in the rate of pay."

FINDINGS: The situation involved in this claim is essentially identical with that involved in Award No. 10. The difference lies in the fact that this claim is concerned with a situation in 1957 while the other involved a situation in 1956 and in the situation here the position of Agent-Telegrapher was unilaterally abolished during the period when the office was ordered to remain open by the Public Service Commission.

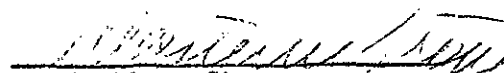
The Carrier has shown the number of carload and less than carload shipments of freight into and out of Cisco during the period involved and they show that the work at that station had virtually disappeared and as

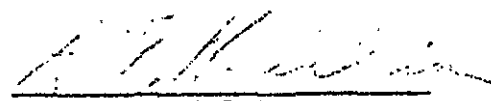
Award No. 17 (Continued)

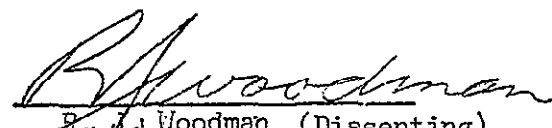
in the situation considered in Docket No. 10, what work remained was not work exclusively belonging to telegraphers.

While the abolishment of positions which had been negotiated into the agreement is not always the sole prerogative of the Carrier, the awards generally recognize 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 his duties. Such was the situation here and we do not find that any work belonging exclusively to the telegraphers was performed here during the period in question.

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.