

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**Third Division**

Robert G. Corwin, Referee

**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**  
**THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY**

**DISPUTE.—**

"Claim of the General Committee of The Order of Railroad Telegraphers on the Atchison, Topeka and Santa Fe Railway, that the rate of \$1<sup>00</sup>/<sub>100</sub> an hour as provided in the wage scale of the Telegraphers' current agreement for 'telegrapher-87-Operator' Amarillo, Texas, is the proper rate therefor, and that any employees who have received a less hourly rate of pay on this position be compensated at \$1<sup>00</sup>/<sub>100</sub> an hour."

**FINDINGS.**—The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds 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.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

The parties to said dispute were given due notice of hearing thereon.

The case being deadlocked, Robert G. Corwin was appointed as Referee to sit with the Division as a member thereof.

There is in evidence an agreement between the parties dated, effective February 5, 1924, rates revised as of April 1, 1925, and January 1, 1928.

For many years there existed at Amarillo, Texas, a position known as "Telegrapher (87 Operator)." It is enumerated with others on page 51 of the Telegraphers' Schedule where its wage rate is fixed at 78 cents an hour. Prior to September 1935, it had always been assigned to a telegrapher. The duties of its occupant had consisted in part in making up a combined report of train movements throughout the previous day from 87 reports sent in from divisional offices, and transmitting copies thereof to the general manager and to Chicago. As the transmittal was by Morse telegraph and often performed by the employee, it was necessary for the incumbent to be a telegrapher. The work did not occupy all his time, and other duties were performed in connection with it. Of necessity, it was delegated to a third shift commencing at midnight, and there was no other telegrapher on duty at that time.

In September 1920, to assure greater stability, the carrier allowed three cents an hour additional pay to those holding such positions. This continued until September 1935. At some time prior thereto the carrier commenced transmitting the reports by newly installed devices, called teletypes. These could be operated by one who was not a skilled telegrapher. Without conference or agreement the management abolished the position "telegrapher (87 Operator)" and turned the work over to an employee styled "printer-clerk (87 compiler)", at a rate of 66 cents an hour. The duties of the position remained the same, the method of performance differing only in the manner of transmitting the compiled reports.

When the teletype machines were installed for other uses by the carrier, it and the Order of Railroad Telegraphers created a number of new classifications known as printer-clerks, and established an hourly rate for them of 63 cents. Three cents extra were allowed by the company on the night compiler position, to which the printer-clerk was, as the telegrapher 87 operator had been previously, assigned. At other relay offices on the line except La Junta, telegraphers (87 operators) are still retained and paid the former rate.

There is no question that when the need for service disappears, any position previously rendering such service may be abolished. But when the work remains substantially the same, it cannot be transferred to another employee at a lower than schedule rate, even though a different title is assigned to the job. Personally, the Referee is of the opinion that, under the circumstances now existing, the rate should be reduced and the title of the position changed. While the compilation and transmission of the report was only a lesser part of the incumbent's tour of duty, the position was nevertheless distinct and separate from all others. As such it was classified with an established rate of pay. A mechanical change has been introduced affecting the mode of performing the work, but the compiling and transmitting still remain to be done by the occupant of the position, even though the Morse operation has disappeared. The compiling job, with duties understood, having been established in the schedule, we do not believe it can be abolished and the work reassigned without conference and agreement, regardless of our view that such action should be taken to determine a rate that present conditions would support. In making an award we respectfully suggest such negotiations. Upon the submission, however, we are forced to find that the action taken by the carrier does so affect a position of the existing agreement as to amount to a violation of the rules upon which the employees rely.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

Attest: H. A. JOHNSON  
*Secretary*

Dated at Chicago, Illinois, this 6th day of October, 1936.