

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Frank M. Swacker, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE CHICAGO, ROCK ISLAND AND PACIFIC,
THE CHICAGO, ROCK ISLAND AND GULF RYS.

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railway that under that portion of Rule 4-(f) of the Telegraphers' Agreement reading:

'The regular starting time shall not be changed without at least 36 hours' notice to the employees affected.'

Telegraphers K. C. Walker, P. L. Buck and R. O. Sansing are each entitled to one day's pay (8 hours) at the hourly rate of the position each filled on August 21, 1938, because 36 hours' advance notice was not given them of the discontinuance of the temporary positions to which they were respectively assigned or because displaced by senior telegraphers whose positions were discontinued without such advance notice."

EMPLOYEES' STATEMENT OF FACTS: "The Order of Railroad Telegraphers and the Chicago, Rock Island and Pacific Railway Company have an agreement covering wages and working conditions of those employees enumerated in the scope rule thereof, copies of which have been furnished to the Board. Telegraphers' bulletin No. 12, June 15, 1937, announced Pratt, Kansas, temporary telegrapher position, hours 12:00 midnight to 8:00 A. M., duration approximately thirty days; Dalhart temporary telegrapher position hours 12:00 midnight to 8:00 A. M., temporary, approximately sixty days, and Telegraphers' Bulletin No. 11, of June 1, 1937, carries announcement Pratt, Kansas, temporary Telegrapher's position hours 4:00 P. M. to 12:00 midnight for a period of forty-five days, open for application. Telegrapher T. F. Brantley was assigned to the Dalhart vacancy in accordance with the agreement which left his regular assignment vacant and to be filled by an extra telegrapher who was R. O. Sansing. The Pratt temporary jobs were filled by telegraphers K. C. Walker and P. L. Buck.

"At or about 10:00 A. M., August 22, 1937, instructions were issued by the Superintendent to the Chief Dispatchers at Pratt and Dalhart to cut off temporary positions at Pratt and Dalhart immediately and those positions indicated above are the ones discontinued, second and third shifts at Pratt and third shift at Dalhart, 'DA' office, causing Telegrapher T. F. Brantley who was on the Dalhart, 'DA' third shift, to displace extra telegrapher R. O. Sansing off of Brantley's regular position in 'WR' office at Dalhart, on very few minutes notice."

CARRIER'S STATEMENT OF FACTS: "On January 9, and January 26, 1937, respectively, two temporary telegrapher positions were put on at Pratt,

POSITION OF CARRIER: "Article 4-(f) of the Telegraphers' Agreement, quoted by the employes, pertains only to a change in starting time and not to positions that are abolished. Abolishing a position certainly is not changing the starting time of a position. There is no rule in the Telegraphers' Agreement which indicates that advance notice must be given when positions, temporary or permanent, are abolished. Article 4-(f), particularly, does not specify that any advance notice is required when positions are abolished; it does provide that notice must be given when the regular starting time of positions is changed. In the instant case, the regular starting time was not changed—the positions were abolished.

"Attention of your Board is called to Award No. 1454 of the First Division, which, in effect, rules that the discontinuance of assignments or positions does not constitute a change of fixed or regular starting time.

"As there is no rule in the agreement which sets out that advance notice must be given employes under the Telegraphers' Agreement when positions, temporary or permanent, are abolished, claim should be denied."

OPINION OF BOARD: The facts do not show any change in starting time but rather the discontinuance of temporary assignments.

There is no rule in the agreement requiring advance notice of intention to annul an assignment or position. The claim here is in effect a request to establish such a rule.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon and upon the whole record and all the evidence finds and holds:

That the carrier and the employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

No violation of the agreement is shown.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 31st day of July, 1939.