

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

I. L. Sharfman, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
WABASH RAILWAY COMPANY

STATEMENT OF CLAIM: "Claim of the General Committee of The Order of Railroad Telegraphers on the Wabash Railway Company for—

(a) all monetary loss due Mr. J. V. Tolle, who was forced to leave his position of exclusive ticket agent at Springfield, Illinois Feb. 15, 1939, when that position was moved from the passenger station to Shops Yard office, both locations within the yard limits of the city of Springfield,

(b) all monetary loss due Mr. R. E. Bridges, who was regularly assigned to second trick telegrapher position at Shops Yard Office because of his having been forced to leave that position on account of the manner in which the ticket agency was handled,

(c) all monetary loss due other employees resultantly affected by the improper handling of the ticket agency position, and, second trick telegrapher position at Shops Yard Office,

(d) that employees affected be returned to the positions held by them prior to February 15, 1939, and

(e) that the rate of \$207.15 per month be restored to the ticket agent's position."

EMPLOYEES' STATEMENT OF FACTS: "At Springfield, Illinois, the following positions covered by the Telegraphers' Agreement were in existence prior to February 15, 1939. (See pages 24 and 25 of current agreement):

"EXCLUSIVE AGENCIES

	Monthly rate
"SpringfieldTicket Agent....	195.00

"NOTE: There should be added to the above rate \$12.15, making present rate \$207.15.

"On page 25 of current agreement is shown:

Shops	1st T.....70¢ per hour
	2nd T.....70¢ per hour
	3rd T.....70¢ per hour

"NOTE: To the above rates should be added 5¢ per hour, making present rate 75¢ per hour.

"The vacancy on the new position of ticket agent-telegrapher at Shops was filled in accordance with the provisions of the Telegraphers' Schedule, and all other vacancies resulting from the filling of the vacancy on the position in question were filled in accordance with the provisions of that agreement.

"In view of these facts, it is obvious that the alleged claims set up by the petitioner in paragraphs (a), (b), (c), (d) and (e), of their ex parte statement of claim are without foundation under the provisions of the Telegraphers' Schedule and should properly be denied."

OPINION OF BOARD: The evidence of record supports the following conclusions: that the position of ticket agent at Springfield and the position of second-trick telegrapher at Shops were in fact abolished, and that the carrier was entirely within its rights in abolishing these positions; that the position of ticket agent-telegrapher established at Shops, in lieu of the abolished positions, was a new position within the meaning of the Agreement, and that the carrier was entirely within its rights in creating this position; that the new position was bulletined and assigned in strict conformity with the rules of the Agreement, and that all other displacements and reassignments which resulted from the abolition of the old positions and the creation of the new position were likewise handled in strict conformity with the rules of the Agreement.

The claim of the employees is grounded essentially in the fact that the carrier declined to enter into a special arrangement for adjusting the situation here involved on a basis other than that required by the governing rules of the Agreement, contrary to the action that had been taken in some other situations on the property at other times. While there can be no question that the parties are at liberty to conclude special agreements in such circumstances, no rules or provisions exist whereby they are compelled to do so. In this instance the carrier, after a bona fide effort to reach agreement, declined to accept the proposals of the employees because of their interference with the judgment of the management as to the requirements of the service, and in doing so the carrier was exercising a right which was in no way restricted by the provisions of the prevailing Agreement. Since, in addition, as already noted, it adhered meticulously to all the rules of the Agreement in effectuating the changes involved, the claim of the employees must be held to be without merit.

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 employees involved in this dispute are respectively carrier and employees 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

That the evidence of record does not disclose any violation of the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 27th day of May, 1940.