

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Lee R. West, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad that:

1. The Carrier violated and continues to violate the agreement between the parties when it declared the position of Telegraphers at "GC" Office, Chicago, Illinois, abolished effective February 25, 1958 transferring part of the work to employees not covered by the agreement and the remainder outside the common seniority district by combining it with the work of the Telegrapher-Levermen at Bridgeport Bridge.
2. Carrier shall restore the position at "GC" Chicago and compensate W. L. Sheley, regularly assigned occupant of the position for all wages lost and reimburse him for all expenses incurred commencing February 25, 1958 and continuing thereafter until the violation is corrected.
3. Carrier shall apply the higher rate of "GC" Office to Bridgeport Bridge commencing February 25, 1958.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

Prior to February 25, 1958, the Carrier maintained a telegraph office in Chicago, Illinois. In the first agreements, the Carrier was known as the "Chicago and Alton Railroad" and the office was listed as "GO" Office, Chicago, with a Manager and four operators. The Carrier then had its General Offices and headquarters in Chicago, later (about 1930) the name of the Carrier was changed to "The Alton Railroad" still maintaining its headquarters in Chicago. The telegraph office there handled the communication business for the General Officers, Traffic Officers and other officers located in Chicago. The Gulf, Mobile and Ohio Railroad (Respondent Carrier here) acquired the Alton Railroad and combined it along with the Gulf, Mobile and Northern, Mobile and Ohio and New Orleans and Great Northern into one railroad known as the Gulf, Mobile and Ohio. The GM&O gradually moved the General Officers out

OPINION OF BOARD: Prior to February 25, 1958, the Carrier maintained two telegraph offices in Chicago. On that date all telegraph operations at one office (located in Union Station Building) known as "GC" Office, was transferred to the other office at Bridgeport Bridge and the telegrapher's duties were assumed by the telegraphers employed in that office around the clock seven days per week.

The Organization contends that the above transfer violated the agreement because it involved a transfer of work from one seniority district to another. However, Carrier correctly points out that both the offices involved are in a special category, insofar as seniority is concerned, in that the work in both belongs to employees in either Seniority District No. 1 and Seniority District No. 2. Carrier then contends that the consolidation of these two offices does not involve a transfer from one seniority district to another in this instance. We agree with this contention.

The Organization also contended that some telegraph work previously performed at the "GC" Office was transferred to the Jackson Street Office and/or the Clark Street Office of the Carrier. However, the record shows that there is no telegraph equipment in the Jackson Street Office and that the Clark Street Office only serves as a "tie-line." The use of telegraph equipment by clerks in that office to transmit intra-city messages does not violate the agreement.

For the above reasons, it is the opinion of this Board that parts 1 and 2 of the claim should be denied.

The Organization also claims that the higher rate of 'GC' Office should apply to all three shifts of telegraphers at Bridgeport Bridge commencing February 25, 1958. The Carrier concedes this point at page 65 of the record, by stating:

"Rule 2(c) of the current agreement provides as follows:

'When two positions are consolidated, the higher rate of pay of the consolidated positions shall apply.'

At the bottom of page 9, the employees state, 'The work of the abolished position was distributed over the entire twenty-four hours and some of it is performed on each shift, therefore, the higher rate of "GC" Office should be applied to each of the three shifts at Bridgeport Bridge.' This the Carrier was willing to do in conference with the employees. This is what the agreement provides for. The positions at Chicago were, in fact, consolidated as contemplated by the agreement."

For this reason, part 3 of the claim should be sustained.

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 Agreement has been violated.

AWARD

Claim denied in part and sustained in part.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of May 1964.