



Award No. 14702
Docket No. TE-12325

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(FORMERLY THE ORDER OF RAILROAD TELEGRAPHERS)**

**CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Milwaukee, St. Paul & Pacific Railroad Company:

1. That Carrier violated the Agreement when it unilaterally abolished the Telegrapher position at Bellingham, Washington on October 9, 1959.
2. That the position and work be restored to the Agreement and that former incumbent Telegrapher George G. Smith be compensated for any loss in wages, plus expenses incurred by reason of the violation.
3. That all other employees who were improperly displaced shall be restored to their respective positions and compensated for their loss of wages and expenses incurred as a result of this violation.

EMPLOYEES' STATEMENT OF FACTS: Prior to October 9, 1959, there existed at Bellingham, Washington, a telegrapher-clerk's position covered by the Telegraphers' Agreement and rated at \$2.50 per hour. With the close of business on October 9, 1959, the Carrier abolished this position by unilateral action. Claimant, Mr. George G. Smith, was displaced therefrom and compelled to exercise his seniority on a telegrapher's position at Sumner, Washington, 120 miles distant. Not only was claimant required to take a lesser rated position to the extent of \$.07 per hour but in the process he suffered other expenses relating to his displacement at Bellingham, such as:

Meals, 146 days @ \$5.00 per day.....	\$730.00
(October 30, 1959 to June 20, 1960)	
Auto Mileage.....	\$520.80
(31 roundtrips, Bellingham to Sumner, 240 miles each roundtrip, or 7440 miles @ \$.07 per mile)	
Moving Expenses — Transportation of household goods.....	\$203.35

Mr. Smith's wage loss, of course, has amounted to \$.07 per hour since his removal from Bellingham and such deficiency in wages has continued up to the present moment.

Agreement was reached on January 31, 1940 to consolidate (merge) Telegraphers Seniority Districts 26 and 25 with 24. Copy thereof is attached as Carrier's Exhibit "A". The January 31, 1940 Memorandum of Agreement provided, among other things, that a position of telegraph operator would be created at Bellingham at a rate of 75¢ per hour and that such position would be bulletined on the date the merger of Seniority Districts 24, 25 and 26 became effective and the provisions thereof were fully complied with. Copy of the Memorandum of Agreement dated January 23, 1940 referred to in the Memorandum of Agreement dated January 31, 1940 and which was superseded by the Memorandum of Agreement dated January 31, 1940 is also attached and identified as Carrier's Exhibit "B".

The operator position that was established at Bellingham in 1940 continued in existence until October 10, 1959 at which time it was abolished.

(Exhibits not reproduced.)

OPINION OF BOARD: The question before this Division is whether, "in view of the Special Memorandum of Agreement, dated January 31, 1940, the Carrier is privileged to abolish the position of Operator at Bellingham, Washington, without negotiation and Agreement with the Employees."

Employees argue that the establishment of the position of Operator at Bellingham was the consideration for the relinquishment of the position of Agent at Monroe. Thus, Carrier had no right to unilaterally abolish the Operators position at Bellingham.

The Memorandum of Agreement of January 31, 1940 states that "In consideration of the matter of the closing of the Milwaukee Agency at Monroe, Washington, it is agreed between the parties to this Agreement * * * as follows: "It then provides (1) for the merging of seniority lists on the Bellingham and Fort Angeles Lines with that of the West Coast, (2) the creation of an Operator position at Bellingham, (3) the bulletining of the position of Agent at Sequim and (4) the bulletining of the new Operator at Bellingham on the date of the consolidation of seniority lists mentioned in item (1).

The position of Operator was established as provided for in that agreement and it remained in existence until it was abolished October 9, 1959. There is no allegation of fraud or bad faith by the Carrier. After nineteen years Carrier decided that the Operator position at Bellingham was no longer needed.

It is a cardinal rule of contract interpretation that the entire agreement should read as a whole. Every part should be interpreted with reference to all other parts. Effect should be given to the entire general purpose of the agreement.

The consideration recital in the Memorandum of Agreement is similar to such a recital in a collective bargaining agreement. As previously noted, the establishment of the Operator position at Bellingham is not the sole undertaking in the Memorandum of Agreement.

No positions are established in perpetuity. Job classifications agreed to by the parties and made a part of the agreement may not be eliminated or changed without negotiation and agreement. But positions within the agreed to classifications may be created and abolished by the Carrier subject only to specific limitations, if any, provided for by the rules of that agreement.

Since there is no allegation of fraud, deceit or specific rules of limitation, Carrier had the right to abolish the position of Operator at Bellingham. This is the same right that the Carrier has under the Telegraphers' Agreement. It is the only meaningful interpretation which gives effect to the general purpose of the January 31, 1940 Memorandum of Agreement. It is the only reasonable interpretation considering all of the circumstances under which that agreement was consummated. It is referred to in the September 1, 1949 Agreement only as the "Memorandum of Agreement consolidating seniority districts on the Port Angeles Line with the West Coast * * *"

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Carrier did not violate any of the Agreements.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1966.