



Award No. 14713
Docket No. TE-12995

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

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

PANHANDLE AND SANTA FE RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atchison, Topeka and Santa Fe Railway, that:

1. The Carrier violated the terms of the Agreement between the parties when, on July 5, 1960, it unilaterally declared abolished the position of first shift telegrapher-clerk at Tulia, Texas, and assigned the work of this position to the reclassified position of agent-telegrapher and assigned the work of the agent to a newly established clerical position not covered by the Telegraphers' Agreement.
2. Carrier further violated the Agreement (Article V of the August 21, 1954 Agreement) when the Superintendent failed to notify the representative filing the claim of his reasons for disallowing the claim.
3. The work comprising the position of agent at Tulia shall be restored to the Agreement.
4. Carrier shall now be required to compensate G. W. Sherrod for eight hours' pay at the rate of the first shift telegrapher-clerk position at Tulia each day, in addition to pay at the time and one-half rate for work performed outside the assigned hours of the first shift telegrapher-clerk position at Tulia.
5. All other employees affected as a result of violations hereinbefore set out, shall be compensated in the same manner as outlined in paragraph 4.

EMPLOYEES' STATEMENT OF FACTS: Agreement between the parties, bearing effective date of June 1, 1951, is in evidence.

This dispute concerns the Carrier's unilateral abolishment of the first shift telegrapher-clerk position and reclassification of the agent's position to agent-telegrapher, without conference or negotiation at Tulia, Texas, and the transfer of work formerly performed by the agent to a newly established clerical position.

Prior to July 5, 1960, the station force at Tulia, Texas, was:

POSITION	ASSIGNED HOURS	AGREEMENT
Agent	8:00 A. M. to 4:00 P. M.	Telegraphers
Telegrapher-Clerk	7:59 A. M. to 3:59 P. M.	Telegraphers
Telegrapher-Clerk	3:59 P. M. to 11:59 P. M.	Telegraphers

First: Failure to comply with the provisions of Article V, Section 1, paragraph (a) of the August 21, 1954 Agreement.

Second: Page 77 of the Wage Scale of the current Telegraphers' Agreement shows conclusively that the Carrier and employees agreed in negotiations that an agent and a telegrapher-clerk would be assigned at Tulia, Texas. Changes, such as in the instant case, must likewise result from collective bargaining in accordance with Article XXIX.

Third: The position of first shift telegrapher-clerk could not properly be abolished as all of the work of the position remained to be performed.

Fourth: The work of the position of first trick telegrapher-clerk and that of the agent was improperly rearranged in order to permit a declaration of abolishment of the position of the first shift telegrapher-clerk and unjustly assign the agent's work to an employee not covered by the Telegraphers' Agreement.

Yours truly,

/s/ D. A. Bobo
General Chairman"

OPINION OF BOARD: Carrier unilaterally reclassified the Agent's position to Agent-Telegrapher, abolished the first trick Telegrapher-clerk position, established a new Cashier position and transferred the clerical duties of the Agent and the Telegrapher-Clerk, covered by the Telegraphers' Agreement, to the new Cashier position, covered by the Clerks' Agreement.

The facts in this case are substantially the same as those in Award 14708, involving the same parties, the same Agreement and identical contentions. For the reasons therein set forth, we will find the Agreement violated in this case and sustain the claims to the same extent as we did in Award 14708.

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 Carrier violated the Agreement.

AWARD

Claims sustained with the same modifications and to the same extent indicated and set out in Award 14708.

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.

CARRIER MEMBERS' DISSENT TO
AWARD 14713 — DOCKET TE-12995

(Referee Dolnick)

For purpose of this dissent we adopt dissent to Award 14708 — in Docket TE-12217.

/s/ T. F. Strunck
T. F. Strunck

/s/ R. E. Black
R. E. Black

/s/ P. C. Carter
P. C. Carter

/s/ G. C. White
G. C. White