

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

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**PARTIES TO DISPUTE:**

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

**THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY  
— COAST LINES —**

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

1. The Carrier violated the Agreement between the parties when, on or about February 11, 1962, it unilaterally declared abolished the monthly rated Agent's position at Orange, California, thereafter establishing Agent-Telephoner position effective on or about February 12, hourly rated, with an arbitrary rate of pay in the amount of \$2.82 per hour, and further,

2. The Carrier further violated the Agreement when it unilaterally declared abolished the first shift telephoner-cashier's position on or about February 11, 1962, thereafter assigning the duties of the former monthly rated Agent in addition to the duties of the Telephoner-cashier to a newly established clerical cashier position not covered by the Agreement.

3. The duties and the work here involved shall be restored to said Agreement and to the employes covered thereby.

4. That Agent C. A. St. Peters (or his successor) shall be compensated in full for the monetary loss resulting for the Carrier's action in reclassifying the monthly rated position of Agent to an hourly rated Agent-Telephoner.

5. That Carrier shall further compensate Mr. E. L. Smith on the basis of eight (8) hours' pay at the rate of the first shift telephoner-cashier position at Orange each work day in addition to pay at the time and one-half rate for any work performed outside the assigned hours of the first shift telephoner-cashier position at Orange, plus actual expenses incurred on each day he works at a station other than Orange.

**EMPLOYEES' STATEMENT OF FACTS:** There is on file with your Board an Agreement between the parties bearing an effective date of June 1, 1951, and by reference thereto is made a part hereof.

This dispute arose when the Carrier, without conference or negotiation between the parties, unilaterally declared abolished the first shift telephoner-cashier position and arbitrarily reclassified the agent's position to agent-telephoner at Orange, California, subsequently transferring work formerly

I would respectfully direct your attention to Item 1 of our Statement of Claim appearing in our letter of April 12, 1963, which deals with the question of the arbitrary application of the rate of pay of \$2.82 per hour.

Since this particular issue or principle is not in evidence in the claims listed under Dockets Numbers TE-12217, 12221, 12227, 12328, 12394 and 13407, I regret to advise that I do not feel it would be consistent to withdraw this claim from the Board wherein a different principle is at issue, therefore, I must respectfully decline your request for withdrawal.

Yours truly,

/s/ R. O. Norton  
General Chairman"

**OPINION OF BOARD:** Carrier unilaterally reclassified the Agent's position to Agent-Telephoner, abolished the first trick Telephoner-Cashier position, established a new Cashier-Clerk position and transferred the clerical duties of the Agent and the Telephoner-Cashier, covered by the Telegraphers' Agreement, to the new Cashier-Clerk, 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 14714 — DOCKET TE-14262**

(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