

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY

DISPUTE.—“That the provisions of the agreement between the Telegraphers and The Nashville, Chattanooga and St. Louis Railway, effective February 1st, 1925, in their entirety apply to the position of the Agent at Dalton, Ga.”

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

The carrier and the employee involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

An Agreement exists between the parties, i. e., revised rules effective February 1, 1925, revised rates effective January 1, 1926.

The parties to said dispute were given due notice of hearing thereon.

The parties have jointly certified the following facts and the Third Division so finds them to be:

“On May 8, 1924, by agreement between the Management of the N. C. & St. L. Railway and its Station, Tower, and Telegraph Service employees, a copy of which is attached and made a part of this Statement of Facts, Huntsville, Ala., was excluded from the agreement in consideration of including Dalton, Ga., in the agreement, and at the same conference the following letter was dictated in the presence of Vice President Anderson, the General Chairman and Committee of the O. R. T.

MAY 9th, 1924.

MR. J. A. BALDWIN,
Superintendent, Atlanta, Georgia.

DEAR SIR: By agreement entered into with the representatives of the Telegraphers, the depot ticket agents at Atlanta will not be included in the Telegraphers' agreement under the provisions of Interpretation No. 1 to Decision No. 757.

It is also agreed that Dalton, Ga., which has heretofore been considered as a supervisory agency, will hereafter be included in the agreement with the understanding that there will be no change in the agent, his monthly rate of pay or working conditions. The ticket sellers at Marietta and Cartersville are excluded from the agreement which will leave you at liberty to either continue the present arrangement, or, if later on it should be found more economical to use clerks instead of operators to sell tickets. However, the operators are not to be relieved of selling tickets where it is to our advantage to have them continue to do this work.

These are the only changes affecting your division except that in the settlement of the grievances of which you were advised in another letter.

Yours truly,

(S) W. P. BRUCE,
General Manager.

“The following letter was written by Mr. Bruce to General Chairman Bray under date of November 28, 1925:

“MR. C. L. BRAY,
*General Chairman, O. R. T.,
Marietta, Georgia.*

“DEAR SIR: Referring to your letter of November 20th with reference to assignment of hours and payment of overtime of Mr. H. B. Herrin, Agent, at Dalton, Georgia, advising that Superintendent Hibbett took the position that the Dalton agency does not come within the provisions of the

agreement, etc., this matter having been discussed between us at the meeting with yourself and committee on the 24th and 25th instant.

"As stated to you in that meeting it was agreed between yourself and committee and me at a meeting in this office on or about May 9, 1924, that the Dalton agency should be included in the scheduled positions, and it was also agreed that as long as the present incumbent remained in the position, there would be no change either in rates of pay or working conditions. The reason for reaching this understanding was that the existing monthly rate was fixed to cover all services rendered regardless of the time devoted to the duties of the agency.

"Yours truly,

(S) W. P. BRUCE,
General Manager.

"December 27, 1927, Operator C. H. Dalton was displaced at Tilton, Ga., account of his position abolished and was instructed to post at Dalton as per Chief Dispatcher Bailey's letter of Dec. 28, 1927, as follows:

H. B. HERRIN,
Agent, Dalton, Ga.

DEAR SIR: You have been displaced as agent at Dalton by Mr. C. H. Dalton, who will begin posting with you immediately and will take over the position as soon as he becomes familiar with the work.

This places you on the extra operators Board.

Yours truly,

(S) F. M. BAILEY,
Chief Dispatcher.

Cy—Mr. E. A. Hibbett,
Mr. C. L. Bray.

"The Management declined to permit Operator Dalton to displace Agent Herrin. Committee contended that Operator Dalton should displace Agent at Dalton and no other."

This Division finds that in addition to the foregoing facts that as a result of negotiations an Agreement was reached by and between the parties effective January 1, 1926, to include and show in the Agreement the position of Agent at Dalton, Georgia, at an agreed rate of 86¢ per hour, in lieu of the rate of \$202.00 per month established by the Carrier, and as a result of subsequent negotiations an Agreement was reached by and between the parties to increase the agreed rate from 86¢ per hour to 88¢ per hour, effective December 1, 1927.

It is found that the agreement reached between the parties January 1, 1926, made no specific reservation of any character whatsoever to retain any other agreed conditions applicable to the position, and therefore cancelled and superseded any and all prior agreements applicable thereto, and made the position amenable to the rules in the agreement effective February 1, 1926.

AWARD

Effective on and after October 1, 1935, the position of Agent at Dalton, Georgia, shall be made subject to the Rules in the Agreement between the parties. In consideration of all the circumstance surrounding this particular case, claims for compensation are denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest: H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 24th day of September 1935.