

NATIONAL RAILROAD ADJUSTMENT BOARD
Third Division

Paul Samuell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

DISPUTE.—“Claim of employees that the third trick telegrapher position at Williamsfield, Illinois, has not been abolished and that the employee working the 10:00 p. m. to 6:00 a. m. trick is entitled to the difference in pay between 58¢ and 61¢ per hour since March 6, 1933.”

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

The carrier and the employees 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.

The parties to said dispute were given due notice of hearing thereon. A hearing was had. The Third Division failed to agree upon an Award because of a deadlock. Paul Samuell was selected as its Referee to sit with the Division as a member thereof and make an Award.

The parties jointly certified the following “Statement of Facts.”

“Tabulation below indicates consist of force, rate of pay, and assignment telegraph employees, Williamsfield, Illinois, just prior to and on and after March 6, 1933:

Prior to March 6, 1933

| | |
|--------------------------------------|---------------------------|
| Agent-Telegrapher, 73¢ per hour----- | 7:00 a. m. to 3:00 p. m. |
| Telephone-clerk, 58¢ per hour----- | 3:00 p. m. to 11:00 p. m. |
| Telegrapher-clerk, 61¢ per hour----- | 11:00 p. m. to 7:00 a. m. |

On and after March 6, 1933

| | |
|--------------------------------------|---------------------------|
| Agent-telegrapher, 73¢ per hour----- | 8:10 a. m. to 4:10 p. m. |
| Telephoner-clerk, 58¢ per hour----- | 10:00 p. m. to 6:00 a. m. |

“This case was heard by the Telegraphers’ Adjustment Board, Santa Fe System, and decision rendered July 24, 1933, reading:

““Board is unable to reach decision in this case, and interested parties notified. Case closed on Board’s docket.”

The agreement between the parties effective April 1, 1925, provides rates of pay for three positions at Williamsfield, Illinois (irrespective of hours of assignment), as follows:

| | |
|------------------------|--------|
| Agent-Telegrapher----- | \$0.70 |
| Telegrapher-Clerk----- | .58 |
| Telephoner-Clerk----- | .55 |

Through subsequent negotiations, these rates were increased and are in effect today as follows:

| | |
|------------------------|--------|
| Agent-Telegrapher----- | \$0.73 |
| Telegrapher-Clerk----- | .61 |
| Telephoner-Clerk----- | .58 |

Article 7 of the same agreement (page 3) provides:

“(a) Regular assignments shall have a fixed starting time and the regular starting time shall not be changed without at least thirty-six (36) hours notice to the employees affected.”

“(c) In two-shift offices work shall not begin between twelve (12) o’clock midnight and five (5) A. M. In offices where three or more shifts are worked, no shift shall begin between twelve (12) o’clock midnight and six (6) A. M.”

In the instant dispute the carrier asserts there was no need of telegraph service other than on the trick covered by the Agent-Telegrapher and his hours were changed to cover the period 8:10 A. M. to 4:10 P. M. The position of Telegrapher-Clerk was abolished and the hours of service of the Telephoner-Clerk, which previously had been from 3:00 P. M. to 11:00 P. M., were changed to 10:00 P. M. to 6:00 A. M.

The employee designated as Telephoner-Clerk to the 10:00 P. M., to 6:00 A. M. trick displaced the Telegrapher-Clerk, who was older in service.

It is contended by the employee that the third trick was abolished and that the rate of 61¢ per hour should apply, and that employees working the 10:00 P. M., to 6:00 A. M. trick are entitled to the difference in pay between 58¢ an hour since March 6, 1933, and that the employee displaced from the third trick should be returned to his regularly assigned position and compensated for monetary loss; that the same service is being performed during the hours 11:00 P. M. to 6:00 A. M., as were performed prior to the change except for the substitution of the telephone for the telegraph as a means of communication; that the terms "Telegraph" and "Telephone" are synonymous and have been so considered and held by former tribunals, including the Federal Railroad Administration, and that there is no rule in the Schedule Agreement which permits the carrier to reduce rates of pay when telephone is substituted for telegraph.

With the latter contention we cannot agree for the reason that the wage scale in the agreement applicable in this dispute definitely sets forth a distinction in the rate of pay between a Telegrapher-Clerk and a Telephoner-Clerk. Another point in issue in this dispute is whether the Telephoner-Clerk is performing Telegrapher-Clerk services. The record in this case is silent on this particular issue and this Division is without the right to assume that the contention of the petitioner is correct.

Inasmuch as it appears from the record that the change in assignments on March 6, 1933, were made in full compliance with paragraph (c) of Article 7 above quoted, and that the positions of Telephoner-Clerk and Telegrapher-Clerk are of different classes and positions as indicated in the wage scale existing between the parties in this dispute and that the rate of 58¢ per hour conforms with the wage scale existing between the parties, and which rate this Division is without authority to change, therefore, this Division concludes that the claim of the petitioner should be denied.

AWARD

Claim denied.

By Order of Third Division:

NATIONAL RAILROAD ADJUSTMENT BOARD.

Attest:

H. A. JOHNSON,
Secretary.

Dated at Chicago, Illinois, this 25th day of September 1935.