

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Curtis G. Shake, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific Company, Pacific Lines, that the position of Agent-telegrapher at Afton, Rio Grande Division, has not been reclassified in fact and that rate of pay for the position in question at Afton must be restored to that of Agent-telegrapher, retroactive to the date Carrier did, without conference and agreement with the Committee, reduce the rate from .7850 per hour to .7425 per hour.

EMPLOYES' STATEMENT OF FACTS: Effective November 20th, 1941, the Carrier arbitrarily reduced the rate of pay for the position of Agent-telegrapher at Afton, Rio Grande Division, from .7850 per hour to .7425 per hour. This reduction was made without conference and agreement with the Employee's Organization representative.

The alleged reason for the arbitrary action of the Carrier in reducing the rate of pay was a supposed reclassification of the position from that of Agent-telegrapher to Telegrapher. This reclassification was one in name only and the duties of an agent were required of the occupant of the position subsequent to the date on which the rate of pay was reduced.

POSITION OF EMPLOYES: There is an agreement in effect between the parties to this dispute and a copy of this agreement is on file with this Board.

The claim is filed under Rule 2 (a) and Rule 45, which we quote for ready reference:

"RULE 2

Classification of Employees,
New Positions, Etc.

(a) Where existing pay-roll classification does not conform to Rule 1, employees performing service in the classes specified therein shall be classified in accordance therewith."

"RULE 45

Date Effective and Changes

"This agreement shall be effective as of September 1, 1927, and shall continue in effect until it is changed, as provided herein or under the provisions of the Railway Labor Act.

Should either of the parties to this agreement desire to revise or modify these rules, thirty (30) days' written advance notice, con-

CONCLUSION

The carrier asserts that it has conclusively established that the claim in this docket is entirely without basis or merit and therefore respectfully submits that it should be denied.

OPINION OF BOARD: As of November 20, 1941, carrier changed its station at Afton, New Mexico, from an agency to a non-agency status, resulting in the agent-telegrapher, rated at .7850 per hour, being reclassified as telegrapher, at .7425. The notice to the public posted at the station recited: "Afton will be continued as a Western Union telegraph office"—"key to lock on freight room door will be left with telegrapher"—"it will be our purpose to render efficient service to our patrons from this non-agency station." The agent was promptly advised that it would be necessary for him to maintain a cash book, render a weekly balance sheet, and submit a monthly account current. Copies of the printed forms upon which these records and reports are required to be made are before us. While these are the same forms that were used before the change was made at the station, the carrier points out that the agent is only required to concern himself with so much thereof as pertains to Western Union transactions. An examination of the forms reveals that these are so set up that this is possible. Rule 33 (b) of the effective Agreement contemplates that telegraphers may be required, as part of their duties, to render Western Union accounts.

The above facts do not sustain the petitioner's contention that there is no factual foundation for the reclassification. The posted notice to the effect that it would be the carrier's purpose to render efficient service at the non-agency station is consistent with its continuance as a telegraph office. As has already been pointed out, the records and accounts required to be kept and rendered clearly pertain to Western Union business, within the contemplation of Rule 33 (b). The circumstance that the key to the freight room was left with the telegrapher is too vague in its implications to have any probative value. There was no showing that the telegrapher had any duties or responsibilities connected with his naked possession of the key. The petitioner has failed to make out a case.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 23rd day of October, 1944.