

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Herbert B. Rudolph, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
SEABOARD AIR LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on Seaboard Air Line Railway, that the Carrier violated the terms of the Telegraphers' Agreement when, acting alone, it improperly discontinued the ticket agent position at Monroe, N. C., a position under the Telegraphers' Agreement, and transferred it to the jurisdiction of the freight agent, a position not under said agreement; that the ticket agent position was not abolished in fact and shall be restored to the Telegraphers' Agreement, and the regularly assigned incumbent thereof shall be restored to the position of ticket agent and compensated for any loss of pay he may have suffered because of the Carrier's improper act.

EMPLOYES' STATEMENT OF FACTS: An agreement bearing date of October 1, 1944, as to rules and working conditions is in effect between the parties to this dispute.

Prior to November 1, 1945, C. N. Maynard was the regularly assigned ticket-agent-operator at Monroe, N. C., a position covered by the agreement, and G. W. Rowe was the assigned freight agent at Monroe, N. C., a position not covered by the agreement.

On October 27, 1945, Chief Dispatcher Sammons sent the following telegram:

"Howell's Ga., October 27, 1945

"G. W. Rowe,
C. N. Maynard,
Monroe, N. C.

"Traveling Auditor Ross will arrange to consolidate the ticket agent and freight agency November 1st, 1945.

"J. G. Sammons, 9:30 P.M."

We quote from an exchange of telegrams on the subject:

"Cordele, Ga., October 29, 1945

"John White, Superintendent
Seaboard Air Line Railway
Atlanta, Ga.

"Sammons instructions consolidate ticket agency and freight agency Monroe North Carolina is violative Telegraphers Agreement. Position cannot be removed from our agreement and transferred to an

OPINION OF BOARD: The position concerned in this dispute was negotiated into the 1944 agreement by specific reference thereto at page 31 of that agreement. At the time of agreement, certain supervisory duties and duties in connection with handling and banking company funds were connected with and a part of the work of the position. In October, 1945, the supervisory duties of the position were transferred to the freight agent, a position not covered by the agreement, and the ticket agent's account was carried in the freight agent's name who became responsible for the funds and the banking thereof. True the claimant continued to work under the same title and at the same salary, but the position was divested of the duties which were transferred to others. When this position was negotiated into the agreement not only the position but the work attached thereto was subject to the agreement. Award 751. This Board has consistently held that the carrier may not arbitrarily take work from under the scope of the agreement. We believe it clear that the carrier in this instance violated this rule, and that it should restore to the position the duties it transferred to others.

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 Employee involved in this dispute are respectively Carrier and Employee 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 violated the Agreement.

AWARD

Claim sustained as indicated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 14th day of July, 1947.