

Award No. 12696
Docket No. TE-11732

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Don Hamilton, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**CHICAGO, ROCK ISLAND AND PACIFIC
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad, that:

1. Carrier violated the Agreement between the parties when it established a less favorable condition of employment for employes occupying positions of agent-telegrapher at the stations listed in Column 3, below, by requiring them to perform the work of the stations listed in Column 2, below, in addition to their own work:

(1) Date Closed	(2) Station Closed	(3) Servicing Station	(4) Claimant
12/ 9/58	Menlo, Iowa	Stuart, Iowa	J. W. Dailey
12/24/58	Casey, Iowa	Adair, Iowa	P. B. Brown
12/24/58	DeSoto, Iowa	Van Meter, Iowa	F. L. Furlong
12/24/58	Dexter, Iowa	Stuart, Iowa	J. W. Dailey
12/24/58	Shelby, Iowa	Avoca, Iowa	N. S. Wilson
12/24/58	Walnut, Iowa	Avoca, Iowa	N. S. Wilson
12/ 9/58	Corydon, Iowa	Allerton, Iowa	R. D. Rector
12/ 9/58	Fernald, Iowa	Nevada, Iowa	M. A. Sandmeier
12/ 9/58	Goldfield, Iowa	Holmes, Iowa	F. B. Champlin
12/ 9/58	Osgood, Iowa	Graettinger, Iowa	A. J. Springer
12/ 9/58	Rodman, Iowa	West Bend, Iowa	F. Blank
12/ 9/58	West Chester, Iowa	Washington, Iowa	J. B. Vaira
12/24/58	Bonaparte, Iowa	Keosauqua, Iowa	B. B. Baker
12/24/58	Elkhart, Iowa	Cambridge, Iowa	T. H. Gill

(1) Date Closed	(2) Station Closed	(3) Servicing Station	(4) Claimant
12/24/58	Galt, Iowa	Clarion, Iowa	R. J. Patton
12/24/58	Goodell, Iowa	Klemme, Iowa	E. D. Myers
12/24/58	Garden City, Iowa	McCallsburg, Iowa	J. D. Sandmeier
12/24/58	Hardy, Iowa	Livermore, Iowa	E. P. Corbett
12/24/58	Harris, Iowa	Lake Park, Iowa	D. F. Carlson
12/24/58	Hayfield, Iowa	Crystal Lake, Iowa	R. E. Reasoner
12/24/58	Larchwood, Iowa	Lester, Iowa	F. E. Dwyer
12/24/58	Maple Hill, Iowa	Armstrong, Iowa	E. J. Daries
12/24/58	Otley, Iowa	Monroe, Iowa	W. C. Argenbright
12/24/58	Ottosen, Iowa	Bode, Iowa	L. L. Siefken
12/24/58	Rossie, Iowa	Royal, Iowa	P. A. Lien
12/24/58	Somers-Sliver, Iowa	Manson, Iowa	J. B. Campbell
12/ 9/58	Nichols, Iowa	West Liberty, Iowa	H. C. Jost
12/ 9/58	Hazleton, Iowa	Oelwein, Iowa	C. W. Henry
12/ 9/58	Ladora, Iowa	Marengo, Iowa	E. C. Berry
12/ 9/58	Letts, Iowa	Columbus Jct., Iowa	W. O. Calloway
12/24/58	Atallisa, Iowa	Wilton Jct., Iowa	L. J. Hartgrave
12/24/58	Clermont, Iowa	Elgin, Iowa	C. W. Hendrickson
12/24/58	Kinross, Iowa	Wellman, Iowa	H. R. McGuire
12/24/58	Malcom, Iowa	Grinnell, Iowa	S. Handley
12/24/58	Mitchellville, Iowa	Colfax, Iowa	G. K. Bell
12/24/58	Rowley, Iowa	Walker, Iowa	B. D. Nicholas
12/24/58	Stockton, Iowa	Durant, Iowa	E. E. McEacharn

2. Carrier shall be required to compensate the claimants named in Column 4, or their reliefs or successors, in the amount of a day's pay of eight (8) hours, at the rate of the closed station they have been forced to "service" beginning on the date listed in Column 1, and continuing thereafter on a day-to-day basis until the violations are corrected.

EMPLOYEES' STATEMENT OF FACTS: The Agreements between the parties are available to your Board and by this reference are made a part hereof.

On the dates listed in Column 1 of paragraph 1 of the Statement of Claim, this Carrier closed the stations listed in Column 2, transferred and assigned the work, duties and responsibilities of the closed stations to the agent-telegrapher at the stations listed in Column 3.

The gross revenue of the stations closed is shown in ORT Exhibits Nos. 1, 2 and 3. The range is from \$14,436.00 to \$52,304.00 on the Rock Island Division; \$6,945.00 to \$79,741.00 on the Des Moines Division; \$8,884.00 to \$71,207.00

In summary, the Carrier submits:

1. The Carrier fully complied with ORDER A-5788 of the Iowa Commerce Commission.
2. The Carrier fully complied with its contract with The Order of Railroad Telegraphers.
3. The exception the employees take to Carrier's action is to complain about more work being added to the agent-telegrapher at the so-called servicing station. The Carrier asserts positively that the telegrapher's work which was formerly performed at the closed station is now being performed by employees represented by the craft doing the complaining. The Carrier is simply asking for a day's work for a day's pay.
4. Because neither the facts in the case nor the applicable agreement support the employees' allegation that the Carrier "... established a less favorable condition of employment . . .", we respectfully request your Board so hold by issuing a denial award.

(Exhibits not reproduced.)

OPINION OF BOARD: The Carrier, acting under authorization of the Iowa State Commerce Commission, closed the stations listed in the employees ex parte submission and required the servicing stations listed therein to perform the work of the closed stations.

This claim is brought in behalf of the agent-telegraphers at the servicing stations and concerns an interpretation of Rule 7 of the Agreement, which reads as follows:

"RULE 7—RATES OF PAY TO BE MAINTAINED

The entering of employees into existing positions or the changing of their classification or work shall not operate to establish a less favorable rate of pay or condition of employment than is herein established."

At the risk of over-simplifying the respective positions of the Claimants and the Carrier, the Board understands the controversy to be as follows: The employees alleged that when the total work load of the closed stations was assigned, lump sum, to the respective servicing stations, it created a less favorable condition of employment than the agent-telegraphers had bargained for under the agreement. The Carrier maintains that the agent-telegrapher bargained for eight hours of work at a stipulated rate of pay and that such additional work, admittedly performed within the eight hour working day, does not create a less favorable condition of employment, but is actually a proper assignment of duties under the agreement.

The record indicates that the servicing agent is able to complete his previously assigned work and the additional duties, well within the given eight hour period.

Although the servicing agents are admittedly performing additional work over and above that which they were performing prior to the stations being

closed, it is the opinion of the Board, that such work does not, as a question of fact, constitute a less favorable condition of employment or establish a less favorable rate of pay, under our interpretation of Rule 7 of the agreement.

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 the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of June 1964.