

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

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**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYES UNION  
(FORMERLY THE ORDER OF RAILROAD TELEGRAPHERS)**

**PANHANDLE AND SANTA FE RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Panhandle and Santa Fe Railway, that:

1. The Carrier violated the terms of the Agreement between the parties when, on June 13, 1959, it unilaterally declared abolished the position of first trick telegrapher-clerk at Hereford, Texas and removed work embraced by this, and by the newly classified agent-telegrapher positions from the Agreement, assigning same to a newly established clerk's position.

2. The work comprising the first trick telegrapher-clerk and the agent's positions at Hereford, Texas, shall be restored to the Agreement and to the employes (telegraphers) to which it traditionally and contractually belongs.

3. Carrier shall compensate L. C. Hoffman on basis of eight hours' pay at the rate of the first trick telegrapher-clerk position at Hereford, Texas, each work day for any loss in wages, in addition to pay at the time and one-half rate for any work performed outside the assigned hours of the first trick telegrapher-clerk position at Hereford, Texas, plus actual expenses incurred on each day he works at a station other than Hereford, Texas.

4. The Carrier shall also compensate, for each work day, on a day-to-day basis, all other employes who were improperly displaced from their regular assignments, in the amount equivalent to a day's pay at the straight time rate of their positions from which displaced for work lost, plus the difference, if any, between the straight time and the time and one-half rate of any day that service was performed on a rest day of the position from which improperly displaced; also expenses incurred which would not have been present had they not been displaced.

**EMPLOYES' STATEMENT OF FACTS:** Agreement between the parties, bearing effective date of June 1, 1951, is in evidence.

This dispute concerns the Carrier's unilateral abolishment of the first shift telegrapher-clerk position, without conference or negotiation, at Hereford, Texas, and the transfer of work formerly performed by the telegrapher-clerk to the Agent, and the transfer of work formerly performed by the agent and telegrapher-clerk to a newly established clerical position.

graphers' Agreement was abolished while the work of the position remained to be done and the bulk of the remaining work was assigned to a newly created clerical position not covered by the Telegraphers' Agreement.

Yours truly,

/s/ K. A. Vose

JF

Acting General Chairman

JWF:mf"

Since it is apparent from the Employees' Statement of Claim, and specifically Item (1) thereof wherein reference is made to "\* \* \* the newly classified Agent-Telegrapher" position and also Item (2) which seek the restoration of the "Agent's" position at Hereford, that the representatives of the petitioning Order of Railroad Telegraphers are laboring under a misunderstanding that a position of Agent at Hereford was reclassified to Agent-Telegrapher, effective June 13, 1959, the respondent Carrier respectfully states for the purposes of the record that the Agent-Telegrapher Position No. 2040 at Hereford has been so classified for more than 22 years, as is evidenced by the inclusion of the classification of Agent-Telegrapher at Hereford in the Wage Appendix of (1) the Telegraphers' Agreement effective December 1, 1938 and (2) the current Telegraphers' Agreement effective June 1, 1951. It will therefore be obvious that, contrary to that which is contained in the Employees' Statement of Claim, the instant dispute does not involve a reclassification of any Agent position at Hereford to Agent-Telegrapher on June 13, 1959.

**OPINION OF BOARD:** Carrier unilaterally abolished the first trick-Telegrapher-Clerk position, established a new Utility Clerk Position, and transferred the clerical duties of the Telegrapher-Clerk, covered by the Telegraphers' Agreement, to the new Utility Clerk, covered by the Clerks' Agreement.

The facts in this case are substantially the same as those in Award 14708, involving the same parties, the same Agreement and identical contentions. For the reasons therein set forth, we will find the Agreement violated in this case and sustain the claims to the same extent as we did in Award 14708.

**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 Carrier violated the Agreement.

**AWARD**

Claims sustained with the same modifications and to the same extent indicated and set out in Award 14708.

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

**ATTEST: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1966.

**CARRIER MEMBERS' DISSENT TO  
AWARD 14712 — DOCKET TE-12261**

(Referee Dolnick)

For purpose of this dissent we adopt dissent to Award 14708 — in Docket TE-12217.

/s/ **T. F. Strunck**  
T. F. Strunck

/s/ **R. E. Black**  
R. E. Black

/s/ **P. C. Carter**  
P. C. Carter

/s/ **G. C. White**  
G. C. White