

Award No. 16055
Docket No. TE-14449

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atlantic Coast Line Railroad, that:

1. Carrier violated the Agreement between the parties when, effective February 1, 1962, it declared "abolished" the position of agent-telegrapher at Raiford, Florida and Lake Butler, Florida, when in fact the work of such positions remained and was required to be performed daily thereafter.
2. Carrier violated the Agreement between the parties when commencing February 1, 1962 and continuing thereafter it merged, combined and consolidated the work, services and duties of the position of agent-telegrapher at Lake Butler, Florida, and required one agent to divide his time between the stations located 7.1 miles apart.
3. Carrier shall be required to restore the full time position at Raiford, Florida, and Lake Butler, Florida, to a minimum eight hour daily basis as each existed prior to February 1, 1962.
4. The regular assigned occupant of Raiford, Florida Agency, J. C. Gainey and D. E. Dukes, agent, Lake Butler, Florida, who were thus improperly removed from their assigned positions, shall be restored thereto and be compensated in full for all monetary losses resulting from the Carrier's action in removing them from their regular assignment, and shall also pay for all expenses incurred, as well as traveling and waiting time while working on other positions in accordance with Article 8 of the Agreement.
5. All other employees displaced as a result of violation hereinbefore set out, shall be compensated in the same manner as outlined in paragraph 4.

6. Senior idle employees I. Cohen, P. Etheridge, C. S. Sweet, T. E. Martin, A. C. Chastaine, R. R. Dence and J. W. Sapp, extra in preference, shall be paid one day's pay at the applicable rate at Raiford, Florida and Lake Butler, Florida, on each day beginning February 1, 1962 and continuing thereafter until such violation is corrected.

7. Joint check of Carrier's records be ordered to ascertain and verify the names and amounts due employees as set forth herein.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective November 1, 1939, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Lake Butler and Raiford, Florida, are located on Carrier's main line between Jacksonville, Florida and Wilcox, Florida. Prior to February 1, 1962, Carrier maintained an agency position at both Lake Butler and Raiford. The assigned hours of the agent at both stations was from 8:00 A. M. to 5:00 P. M. (1 hour for lunch) Monday through Friday with rest days of Saturday and Sunday. J. C. Gainey was regularly assigned to the position at Raiford, and D. E. Dukes was regularly assigned to the position at Lake Butler. On January 29, 1962, Superintendent J. L. Kennedy issued Circular No. 35, which reads as follows:

"Effective Thursday, February 1, 1962, the agencies at Lake Butler, Fla. and Raiford, Fla. will be consolidated. Mr. D. E. Dukes, present Agent at Lake Butler, will be the Agent for both Lake Butler and Raiford agencies, with the following hours:

Lake Butler	8:00 AM to 12:00 PM
Lunch	12:01 PM to 1:00 PM
Raiford	1:30 PM to 3:30 PM
Lake Butler	4:00 PM to 5:00 PM

The assignment will work Monday through Friday, with relief days Saturday and Sunday."

On November 8, 1961, General Chairman J. W. Matthews served a Section 6 Notice (under the provisions of the Railway Labor Act) on the Carrier. Said Notice, addressed to Mr. W. S. Baker, Assistant Vice President, Personnel Department, reads as follows:

"Please accept this letter as a formal notice served under the provisions of Section 6 of the Railway Labor Act, of the desire of the General Committee of The Order of Railroad Telegraphers to amend all existing Agreements by adding the following rule:

'No position in effect on November 8, 1961, may be abolished or discontinued except by agreement between the Carrier and the Organization.

This proposal is in addition to any other proposals or revision of Agreements heretofore made and not yet disposed of.'

**"ARTICLE 8.
RELIEF WORK — EXPENSES.**

Regularly assigned employees will not be required to perform relief work except in cases of emergency, and when required to perform relief work, and in consequence thereof, suffer a reduction in the regular compensation, shall be paid an amount sufficient to reimburse them for such loss, and in all cases they will be allowed actual necessary expenses while away from their regular assigned stations."

OPINION OF BOARD: This is a companion claim to that involved in Award No. 16054. The instant dispute varies, however, in one particular from the dispute in Award No. 16054 and in a controlling award cited therein, Award No. 11120 (Dolnick). There, the remaining work of the abolished position was assigned to an employee (1) **not covered by the Agreement** (2) who worked at another station and (3) who was to perform this work **at the other station**. Here, the remaining work of the abolished position was assigned to an employee (1) **covered by the Agreement** (2) who worked at another station but (3) who was to perform the work **at the "abolished station,"** which necessitated his travelling each day between the two stations and dividing his time between the work of the two stations.

This variation in facts from those in Awards No. 11120 and has received the consideration of this Board on several occasions. This Board has consistently held that agreements, similar to the one governing this dispute, do not prohibit a Carrier (after abolishing a position at one location, the substantial portion of the duties of which having disappeared) from requiring an employee at another location to perform not only his work at his regular location but the remaining work at the "abolished location," dividing his time between the two locations, as long as he goes on and off duty at the same location, which is the case here. See Awards No. 10950 (Ray), 11294 (Moore), 11511 (Stark), 11660 (Dolnick) and 12486 (Ives).

For the reasons stated in such cited awards, as well as in Awards No. 6944 (Messmore) and 16054 (Kenan), the claim must be denied.

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 no violation of the Agreement occurred.

AWARD

Claim denied.

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

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

Dated at Chicago, Illinois, this 17th day of January 1968.

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