

Award No. 16059
Docket No. TE-15747

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Atlantic Coast Line Railroad, that:

1. Carrier violated the Agreement between the parties when effective August 1, 1964 it declared "abolished" the position of Agent-Telegrapher at Whigham, Georgia, when in fact the work of such position remained and was required to be performed daily thereafter.
2. Carrier violated the Agreement between the parties when commencing August 1, 1964 and continuing thereafter, it merged, combined and consolidated the work, the service and duties of the position of Agent-Telegrapher at Climax, Georgia, with the work, service and duties of the Agent-Telegrapher at Whigham, Georgia, and required one Agent to divide his time between two (2) stations located 6.5 miles apart.
3. Carrier shall be required to restore the full time position at Climax and Whigham to a minimum eight (8) hour daily basis as each existed prior to August 1, 1964.
4. The regular assigned occupant of Whigham Agency, C. L. Phillips, who was improperly removed from his assigned position, shall be restored thereto, and be compensated in full for all monetary losses resulting from Carrier's action in removing him from his regular assignment, and also pay him for all expenses incurred as well as travel and waiting time while working on other positions.
5. As a result of Carrier's action, incumbent C. L. Phillips at Whigham displaced Agent H. D. Parker at Iron City, Georgia, H. D. Parker displaced Telegrapher J. A. Matthews at MO, Montgomery, Alabama, J. A. Matthews displaced Telegrapher C. L. McLendon at Chattahoochee, Florida, C. L. McLendon displaced

Telegrapher R. Odom at Folkston, Georgia, and R. Odom reverted to the extra board because he did not stand for another position, Carrier shall be required to compensate these employees in accordance with Article 8 of the Agreement.

6. Joint check of Carrier's records be ordered to ascertain the amount due employees as set forth herein.

EMPLOYES' STATEMENT OF FACTS: There is in full force and effect a collective bargaining Agreement entered into by and between Atlantic Coast Line Railroad Company, hereinafter referred to as Carrier or Management, and Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers), hereinafter referred to as Employees. The Agreement became effective November 1, 1939, and by this reference is made a part of this submission.

Positions involved in this dispute are listed in the Wage Scale of the Agreement, which scale was effective September 1, 1949, as follows:

Station	Position	Hourly Rate	Overtime Rate	Monthly Rate
Climax	Agent Telegrapher	\$1.695	\$2.54	
Climax	Clerk Telegrapher	1.615	2.42	
Whigham	Agent Telegrapher	1.695	2.54	

The position of Clerk Telegrapher at Climax Agency was eliminated prior to the inception of the dispute presented here as a result of which the agency was handled by only one employee, the Agent Telegrapher.

The dispute submitted herein was handled on the property in the usual manner through the highest officer designated by Carrier to handle such disputes and failed of adjustment. Under the provisions of the Railway Labor Act, as amended, this Board has jurisdiction over the parties and subject matter involved here.

Whigham and Climax, Georgia are located on Carrier's main line between Thomasville, Georgia and Dothan, Alabama. Prior to August 1, 1964, Carrier maintained an agency at Whigham, Georgia, the only position there having been assigned to Claimant C. L. Phillips. His assigned hours were 8:30 A. M. until 5:30 P. M., with one hour for lunch, daily except Saturdays and Sundays.

Prior to August 1, 1964, Carrier maintained an agency at Climax, Georgia, the only position there having been assigned to Agent Telegrapher E. H. Hayes, whose regular assigned hours were 8:00 A. M. until 5:00 P. M., including one hour for lunch, daily except Saturdays and Sundays.

On or before August 1, 1964, Carrier's Superintendent issued instructions to Agent Telegrapher Hayes at Climax, Georgia that he would perform service as follows:

"Whigham, Georgia	8:30 A. M. to 10:30 A. M.
Climax, Georgia	10:45 A. M. to 12:30 P. M.
Climax, Georgia	1:30 P. M. to 5:30 P. M."

The employees also based their claim on their formal notice of May 31, 1963, for "Stabilization of Employment." Mediation proceedings on this proposal were being conducted on a national basis at the time the instant claim was declined by the Director of Labor Relations on December 15, 1964. Subsequently, agreement on this proposal was reached on national basis on February 7, 1965.

It should be noted that during other instances of station consolidations on Carrier's Waycross Division, and other operating divisions, agreement has been reached to effect similar consolidations such as occurred at Climax and Whigham. One such agreement, covering Patterson and Hoboken, Georgia, dated January 23, 1962, on the Waycross Division, is attached hereto as Carrier's Exhibit D. However, as previously stated, agreement could not be reached because of the insistence of the employees' representative that the proposed station consolidation agreement provide protective conditions similar to those embodied in the Washington Job Protection Agreement.

Another such agreement, covering Reddick and McIntosh, Florida, dated March 26, 1965, on the Ocala Division, is attached hereto as Carrier's Exhibit E.

During appeal of this claim, the employees contended that the Carrier cannot discontinue any position while there is pending their formal notices of November 8, 1961 and May 31, 1963.

Carrier disagrees with the employees' contention, as it is not supported by the Railway Labor Act, or the current agreement.

The current agreement is on file with the Third Division, and is by reference made a part of this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a companion claim to that involved in Award No. 16055. For the reasons set forth therein, this 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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