



Award No. 19008

Docket No. TE-13335

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

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

PACIFIC ELECTRIC RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Pacific Electric Railway, that:

CLAIM No. 1

1. Carrier violates the terms of an Agreement between the parties hereto by establishing a Station Clerk's position at Huntington Beach, California, on January 16, 1961, under an Agreement between Carrier and another craft and class to perform Assistant Agent's work incidental to the Huntington Beach Agency, and concurrent therewith declared abolished the position of Assistant Agent at Huntington Beach, subject to said Telegraphers' Agreement.

2. Carrier shall, because of the violation set out in paragraph 1 hereof:

(a) Restore L. W. Gordon, to the Assistant Agent's position at the Huntington Beach Agency from which he was improperly removed.

(b) Compensate said L. W. Gordon a day's pay (8 hours) at the hourly rate of the Assistant Agent's position commencing January 16, 1961, and each work day thereafter so long as the violation complained of continues; plus actual necessary expenses incurred by reason of Carrier's improper act.

(c) Compensate other extra or regular assigned agents or assistant agents who have, by reason of Carrier's violative act, been deprived of work plus actual necessary expenses, commencing January 16, 1961 and for each work day thereafter so long as the violation complained of continues.

CLAIM No. 2

1. Carrier violates the terms of an Agreement between the parties hereto by establishing a Station Clerk's position at Compton, California on January 16, 1961 under an Agreement between Carrier and

another craft and class to perform Assistant Agent's work incidental to the Compton Agency, and concurrent therewith declared abolished the position of Assistant Agent at Compton, subject to said Telegraphers' Agreement.

2. Carrier shall, because of the violation set out in paragraph 1 hereof:

(a) Restore J. J. Catchings, to the Assistant Agent's position at the Compton Agency from which he was improperly removed.

(b) Compensate J. J. Catchings a day's pay (8 hours) at the hourly rate of the Assistant Agent's position at Compton, commencing January 16, 1961, and each work day thereafter so long as the violation complained of continues; plus actual necessary expenses incurred by reason of Carrier's improper act.

(c) Compensate other extra or regular assigned agents or assistant agents who have, by reason of Carrier's violative act, been deprived of work, plus actual necessary expenses, commencing January 16, 1961, and for each work day thereafter so long as the violation complained of continues.

Item (d) of Claims 1 and 2 reads as follows:

(d) Claim(s) is (are) filed pursuant to Article 1, Scope; Article 3, Classification; Article 7, Hours of Service - Overtime - Calls; Article 9, Guarantee, and Article 12, Emergency Relief Service, and Mediation Agreement between Pacific Electric Railway Company and its employees represented by The Order of Railroad Telegraphers, (Docket Case No. A-4742) signed at Los Angeles, California, July 21, 1955.

GENERAL FACTS

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties hereto, effective August 1, 1955, except as otherwise indicated, and as otherwise amended. This Agreement, it may be noted, was in settlement of the differences between the parties described in National Mediation Board Docket Case No. A-4742. Also, this Agreement, in addition to other things, provided that Carrier would establish certain assistant agents' positions. And, that among other places assistant agents' positions were eventually established at both Huntington Beach and Compton, California.

Each of the disputes involved in this appeal was handled separately on the property. However, since each of the disputes has common aspects, involve the same rules and the same issue, viz., Carrier's purported abolishment of the assistant's agents' positions at both Huntington Beach and Compton, California without, in fact, abolishing the work thereof, establishing clerical positions at each station location following such nominal abolishment of said assistant agents' positions and requiring the occupant of the newly established clerical position to perform the work of the abolished positions, and Carrier's defense therefor is essentially the same in each dispute. Therefore, the Employees have, in the interest of reducing the voluminousness of the submission, combined the disputes into one submission.

before the Division and correspondence relating thereto are, therefore, not reproduced as a part of this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute requires resolving the same issues contained in Award No. 19007. Therefore, this Claim will be denied for the same reasons as outlined in the Opinion of the Board in Award No. 19007.

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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 11th day of February 1972.