

Award No. 1  
Docket No. 1

MOP File VGS-380-1462  
ORT File 1157-54

SPECIAL BOARD OF ADJUSTMENT NO. 117

ORDER OF RAILROAD TELEGRAPHERS  
and  
MISSOURI PACIFIC RAILROAD COMPANY

Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad that:

1. Carrier violated the terms of the agreement between the parties when it arbitrarily reclassified the position of Agent-Telegrapher at Epps, La., to that of Agent-Restricted Operator effective July 22, 1954, without agreement between the parties.
2. Carrier violated the agreement when effective July 22, 1954, it reduced the rate of pay of the Agent-Telegrapher at Epps, La., from \$1.83 per hour to that of \$1.66 per hour, without agreement between the parties.
3. Carrier shall restore the classification of Agent-Telegrapher to the position at Epps, La., effective July 22, 1954.
4. Carrier shall pay the incumbent of the position at Epps, La., the difference between the amount paid since July 22, 1954, and the agreed rate of Agent-Telegrapher to which he was entitled.

OPINION OF BOARD: This claim concerns the propriety of the Carrier's action in reclassifying the position of Agent-Telegrapher at Epps, Louisiana, to that of Agent-Restricted Operator, such reclassification occurring on July 22, 1954, with a corresponding reduction in the hourly rate from \$1.83 to \$1.66. Request is made that the Board order the restoration of the classification of Agent-Telegrapher at said place, together with reparations in the difference in the hourly rate.

The Organization contends that the effective agreement was violated by the arbitrary action of the Carrier when it reclassified the position of Agent-Telegrapher to that of Agent-Restricted Operator at Epps, Louisiana, inasmuch as there had not, in fact, been substantial decreases in the duties and responsibilities of the position of Agent-Telegrapher at Epps, Louisiana, to the degree contemplated by Rule 2(f-2) to warrant the action taken by the Carrier.

The Carrier takes the position it is not required to seek an agreement with the Organization prior to the reclassification of positions pursuant to the provisions of Rule 2(f-2), provided there are substantial decreases in the duties and responsibilities of a permanent nature for a reasonable period, or to meet substantial

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changed conditions of a permanent nature for a reasonable period affecting the duties and responsibilities of the occupants of such positions. It is the further position of the Carrier that the elimination of train order work, and the duties and responsibilities incident thereto, from the position of Agent or Agent-Telegrapher constitutes such substantial decreases or substantial changed conditions of a permanent nature contemplated by Rule 2(f-2).

Rules relied upon by the parties here were 2(b), 2(c) and Note, 2(d) and 2(f-2), said rules reading as follows:

"Rule 2. (b) When additional positions are created the rate of pay will be fixed in conformity with positions of the same class as shown in wage scale on the seniority district where created, except that in offices where two or more telegraphers are employed (not counting the agent or agent-telegrapher as one of the two) the rate of pay will not be less than the lowest rate in that office."

"Rule 2. (c) At small non-telegraph or non-telephone agencies it will be permissible at the option of the carrier to require the agent to handle Western Union service, railroad communication service confined exclusively to the transmission of car orders and securing reports on the probable arrival of trains for bulletin board information. Where such service is exacted the classification of the agent will be identified as agent-restricted operator and rated \$1.365 per hour (\$1.49 per hour effective Feb. 1, 1951).

"NOTE: It is agreed that the communication service herein provided for does not permit of the handling of train orders and railroad messages of record, the OS'ing of trains and other communications ordinarily handled as between telegraph operators and telegraph operators and dispatchers, except in an emergency; in the latter case the rate of pay for that agency for the day shall be the minimum rate for telegraphers on that division,"

"Rule 2. (d) When agent-telegrapher positions are reclassified to small non-telegraph agencies, all railroad telegraph and telephone circuits leading to the office and the instruments therein, except such as are necessary for purposes and under conditions expressed in section (c) hereof, shall be removed from the office within ten days from date of reclassification."

"Rule 2. (f-2) The rates of pay, either hourly or monthly herein tabulated, are fixed with due regard to conditions existing as of the effective date of this agreement, but it shall not preclude the reclassification of agents or agent-telegraphers to that of small non-telegraph agents where substantial decreases in the duties and responsibilities of a permanent nature continuously accrue for a reasonable period; neither will it preclude the changing in classification of positions and adjustment in rates of pay to meet substantial changed conditions of a permanent nature for a reasonable period that require increased or decreased duties and responsibilities of employees. Where positions are reclassified rates of pay established therefor shall be fixed in conformity with Rule 2-(b) by agreement between the parties of this agreement."

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The question to be resolved by the Board is whether or not the elimination of train order work in and of itself from the position of Agent-Telegrapher amounts to a substantial decrease in the duties and responsibilities of the position as contemplated by Rule 2(f-2).

Based upon the facts of record, it is clear that the train order work was, in fact, removed from the position of Agent-Telegrapher at Epps, Louisiana. We believe that the elimination of train order work from the position of Agent-Telegrapher did, in fact, constitute a substantial decrease in the duties and responsibilities of such position within the meaning of Rule 2(f-2) and that the reclassification of such position to that of Agent-Restricted Operator was permissible under these facts.

It is clear from an examination of Rule 2(f-2) that the Carrier may, under these circumstances, properly reclassify the position, but that such rule places a corresponding responsibility upon the parties to negotiate as to the wage rate for the position so reclassified as provided in Rule 2(b).

FINDINGS: The Special Board of Adjustment No. 117, upon the whole record and all the evidence, finds and holds:


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.

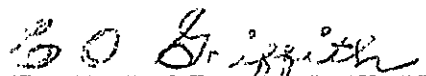
That this Special Board of Adjustment has jurisdiction over the dispute involved herein; and that the Carrier did not violate the effective agreement.

AWARD

Claim denied

SPECIAL BOARD OF ADJUSTMENT NO. 117

  
Livingston Smith - Chairman

  
C. O. Griffith - Employee Member

  
G. W. Johnson - Carrier Member

St. Louis, Missouri  
May 29, 1956