



B E F O R E

SPECIAL BOARD OF ADJUSTMENT NO. 226

Dallas, Texas

AWARD NO. 33

CASE NO. 80

ORT FILE: BU-4622-22

THE ORDER OF RAILROAD TELEGRAPHERS)
vs)
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY)
MISSOURI-KANSAS-TEXAS RAILROAD COMPANY OF TEXAS)

STATEMENT OF CLAIM:

1. The Carrier has violated the Agreement since beginning November 1, 1958 when it declared the position of Ticket Agent, Muskogee, Oklahoma to be abolished as of that date and consolidated the work of said position with the supervisory freight agency at Muskogee, a position excepted from the Agreement.
2. The Carrier shall be required to either restore the position to the Agreement and pay the displaced incumbent his wage losses and those of other employees affected by the change, or place the joint freight and ticket agency under the Agreement as of November 1, 1958 and, in addition, apply all rules of the Agreement to said freight and ticket agency position and the incumbent thereof.

FINDINGS:

Rule 1 (b) states that

"The following stations are considered supervisory and are not subject to the rules of the agreement, except Rule 1 and 18:"
Muskogee is one of the eighteen stations listed.

Thus, the supervisory agency is comprehended within Rule 1 (a).

In Award 6202 it was held that the ORT represents the employees at the supervisory agencies to the extent provided in Rule 18. The supervisory agency at Muskogee therefore is not, as the ORT contends, "a position excepted from the Agreement."

There has never been any valid question as to the prerogative of management to effect economies by transfer of work from one position to another within the same agreement. (See Awards 4992, 5318 and 8537.) Moreover, employees in the ORT do not themselves have the exclusive right to ticket agent work. (See Awards 5803, 5867, 7073 and 8537.)

Finally, Addendum No. 3, wherein the Muskogee "Ticket Agent" position is listed, along with all other ORT positions on Carrier's system, specifies that "The following list of current positions is prepared for no other purpose than to indicate the rate to be paid an employee when any of these positions are in effect." (Emphasis ours) Addendum No. 3 clearly implies that any of the positions listed therein may be

abolished when no longer needed.

An exhibit by the Carrier discloses the rapidly vanishing passenger revenues at Muskogee. Only trains 5 and 6 handled passenger business in and out of Muskogee. The Carrier stated in its brief that "when the position of Ticket Agent was abolished, the Supervisory Agent devoted enough time to the Ticket Office to perform the small amount of work that remained."

The ORT relies mainly on a compromise agreement entered into on August 23, 1955, to support its contention that the ticket agent position at Muskogee can not be abolished. The "extenuating circumstances" in that compromise, which solved a number of problems, came to an end in November, 1957, when the ticket agent decided to retire on account of the condition of his health. The position had been kept open by the compromise agreement to take care of a faithful employee a while longer.

We find that the Carrier did not violate the ORT agreement by abolishing the position of ticket agent at Muskogee, effective November 1, 1958, and transferring the remaining light duties of the position to the position of Supervisory Agency.

A second contention of the ORT is that, by the transfer of ticket work to the Supervisory Agency, the Supervisory Agency is no longer one in fact. Therefore, the ORT contends that this Special Board should so find and order the Supervisory Agency, as such, void and the agency position at Muskogee made subject to all the Rules of the ORT Agreement.

In the first place there is not sufficient evidence in the record to enable us to determine whether Muskogee is still a supervisory agency in fact, even if we had the authority to do so. Secondly, we do not have jurisdiction of such a question. So long as Muskogee remains in Rule 1 (b), this Board has no authority to subject the agency there to the ORT Agreement, as a whole.

AWARD:

Claim denied.

/s/ Daniel C. Rogers
Daniel C. Rogers, Chairman
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DISSENTING
W.I.Christopher, Employee Member
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June 7, 1960

November 1, 1960

/s/ A. F. Winkel
A. F. Winkel, Carrier Member
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