

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Mortimer Stone, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE DELAWARE, LACKAWANNA & WESTERN
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Delaware, Lackawanna and Western Railroad, that:

1. The Carrier violated the Scope Rule of the Telegraphers' Agreement, when, acting alone, it removed from the Telegraphers' Agreement and from employees under said Agreement the operation of the telephone train order signal at Vestal, N. Y., on July 12, 1945, and the newly installed telephone train order signal at Wayland, N. Y., on same date, and the newly installed telephone train order signal at Owego, N. Y., on August 18, 1945, and transferred said operation to employees not covered by the Telegraphers' Agreement at Buffalo, N. Y.;

2. The work of operating the telephone train order signals at Vestal, Owego and Wayland, N. Y., by means of levers from a central point shall be restored to the Telegraphers' Agreement and be performed by employees covered by said Agreement; and

3. Pending the restoration of this work to the Telegraphers' Agreement and to employees covered by said agreement, the Carrier shall pay a day's pay to the senior employees not working on each day of which such service is performed by employees not covered by the Telegraphers' Agreement.

EMPLOYEES' STATEMENT OF FACTS: An Agreement by and between the parties, referred to herein as the Telegraphers' Agreement, bearing effective date of May 1, 1940, is in evidence; copies thereof are on file with the National Railroad Adjustment Board. A revised Telegraphers' Agreement bearing effective date of November 1, 1947, superseding the May 1, 1940 Agreement, is also in evidence and on file with the National Railroad Adjustment Board.

Prior to July 12, 1945, the telephone train order signal at Vestal was operated by telegraph schedule employees at that location. Effective July 12, 1945, the operation of said telephone train order signal was transferred to Buffalo to be operated by a remote control machine by train dispatchers, who are not covered by the Telegraphers' Agreement.

On July 12, 1945, the Carrier installed a telephone train order signal at Wayland, the operation of which was transferred to Buffalo to be operated by a remote control machine by train dispatchers who are not covered by the Telegraphers' Agreement.

of all trains, keep records of their consists and know where they have work to do.

When other than dispatchers man operate the control boards of CTC machines, such employes handle train and engine movements in the territory in such manner as specifically or generally directed by the train dispatcher.

(See National Mediation Board, Interpretation No. 17, Case A-2181, June 24, 1948.)

That that part of this claim for day's pay for the senior employe not working subsequent to July 12, 1945 is vague and indefinite. If there were any senior employes not employed during the period claimed, the Carrier should have been furnished with a list of the names and the various dates for which claim is made. Claims which require extraneous evidence to be introduced are not enforceable.

The Carrier denies that the Telegraphers have been deprived of any work which they are entitled to under the Agreement. The Carrier, therefore, respectfully submits that the claim be denied.

(Exhibits not reproduced).

OPINION OF BOARD: Prior to the summer of 1945, employes within the scope of the Telegraphers' Agreement operated local train order signals and switches from Vestal, Wayland and Owego, New York, under direction of dispatchers, by the train order method. At that time, a Central Traffic Control System was installed with the result that the local operation of signals and switches was done away with, the use of train orders eliminated, and train movements over that entire territory were directed and controlled from a CTC board at Buffalo. The Carrier has assigned dispatchers to operate the CTC board and the present claims are based on the contention that the work of operating these boards comes under the Telegraphers' Agreement.

As we understand these claims, it is not contended that telegraphers should direct train movements. That work belongs to dispatchers. Rather it is contended that employes under the Telegraphers' Agreement must be assigned to operate the signals, switch levers or other devices by which the directions or decisions of the dispatcher are carried out, and that the CTC board is such a device. The dispatchers also claim the right to operate the CTC boards and they admittedly have the sole right to issue train orders and direct train movements. Carried to conclusion, these conflicting contentions would require the Carrier to place two men, at every control Board; one to designate the signal button to be pressed and the other to press the button designated.

Patently, the marvel of CTC types of centralized control and electrical operation was not contemplated in assigning the traditional duties to the two crafts. The new task of operating a control board in part unites and in greater part supplants the duties and positions formerly assigned to each. Therefore, the matter of its proper assignment constitutes a jurisdictional dispute, as ably demonstrated by Referee Carter in Award 4452. So we must hold, as held in that Award, that this Board is without jurisdiction to determine the claim.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employes involved in this dispute are respectively carrier and employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That the National Railroad Adjustment Board is without jurisdiction to determine the claim.

AWARD

Claim remanded in accordance with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 21st day of March, 1950.