

Award No. 8768
Docket No. TE-8242

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Donald F. McMahon, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE NEW YORK, NEW HAVEN & HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The New York, New Haven and Hartford Railroad, that:

1. Carrier violated and continues to violate the terms of the agreement between the parties, when on January 15, 1954, it declared abolished the positions of telegraph operator, on the first, second and third track at Providence, R.I., without abolishing the work thereof.
2. The Carrier further violated the agreement when, on January 1, 1954, acting alone, it transferred the work of the telegraph operator positions to employees under the agreement at other points and to employees outside the coverage of the agreement at Providence, R.I.
3. The positions of telegraph operator, Providence, R.I., shall be restored to the agreement and the work of said positions and incumbents thereof at time of abolishment shall be returned thereto.
4. The positions of telegraph operator shall be restored to their former status, the work of the position shall be returned to the agreement with the incumbents of the positions undisturbed.
5. All other employees covered by the agreement who have been affected as a result of these violative acts, shall be returned to their former positions and compensated for any wages and expenses incurred.

EMPLOYEES' STATEMENT OF FACTS: An Agreement bearing effective date of September 1, 1949 as to working conditions and rates of pay is in effect between the parties to this dispute. Copies are on file with the National Railroad Adjustment Board.

As has heretofore been stated, these assignments were formerly attached to the Chief Dispatcher's Office at Providence. This was abolished in September, 1953, thus eliminating the original occasion for having these jobs. It has never been made clear upon what remaining duties Employees claim continuance of the operators assigned on a twenty-four hour basis. As the decision attached (Exhibit A) shows, it has been recognized that diversion of work to others does not itself give rise to a valid claim. A further recognition occurred in September of 1949 when the operators in the dispatchers' office were reduced from a six to a five day week, eliminating Saturday work, coincident with the establishment of the forty hour week.

When the work of an assignment is substantially reduced, it is proper to transfer what remains to another assignment at another location. Award 6945 between these same parties and under the same agreement is authority here. See also cases cited in that decision.

Nor is it necessarily the case that duties accruing to operators over the years may not, when the primary reason for their assignment disappears, be given to other employees. In Award 5318, again between these same parties, the opinion contains the following pertinent question and answer:

"The point then is may Carrier transfer to one not covered by the Schedule duties which Telegraphers do not have the exclusive right to perform? We think it may, see Award 4992, Opinion by Referee Carter."

Carrier's investigation indicates that these principles were scrupulously followed in this case. Train orders and other communications of record governing the movement of trains are handled by other operators in Providence terminal. Aside from this, all other work was of a character indiscriminately performed by clerks, supervisors, and other crafts all over the system.

Accordingly the claim should be denied.

All of the facts and arguments used in this case have been affirmatively presented to Employees' representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: *This action arose following the abolishment of Division headquarters at Providence when the dispatcher's office was consolidated with the Boston office, on September 27, 1953. Following the closing of the Providence office, three operators assigned to the dispatcher's office were retained at Providence until January 15, 1954, when the three operator positions were abolished by Carrier.*

It is contended by the Organization that following the abolishment of the three telegrapher positions, the handling of train orders was transferred to Signal Station 151, where such work became a part of the duties of operators at that location. The handling of communications regarding train delays and consists was assigned to the stationmaster, who it is contended was an employee not covered by the Telegraphers' Agreement. Further contention is made that the work of handling reservation messages and ticket communications, formerly performed by the claimants herein, was transferred to clerical force employees and the ticket agent, all such employees not being covered by

the Telegraphers' Agreement. For such action by the Carrier, it is requested that it be required to reinstate the abolished positions and to pay all employees affected by such abolishment; that such action constitutes a violation of the Agreement between the parties, and it is alleged such unilateral action by Carrier was improper.

Carrier denies that it in any manner violated the agreement as alleged and contends the work formerly performed by the operators was assigned properly, as stated in the record.

The Board is of the opinion that from a review of the record before us, the facts submitted are not sufficient to support a sustaining award.

Much argument has been made here, and cases cited to support the contention, that Carrier has also violated the agreement, particularly Rule 35 (a), (b), in that Carrier failed, when it abolished the positions, to comply with the provisions of the cited rule. We can find nothing in the rule placing any prohibition on Carrier in abolishing the positions here. This Division has held in many awards that Carrier in its discretion and in the interests of economy and efficiency in its operation may abolish positions and rearrange the work, unless it is limited by the agreement between the parties. We hold that the work of the positions abolished by Carrier were properly assigned, and that work absorbed by employees of another craft was work not exclusively belonging to the Telegraphers' craft.

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 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 Carrier did not violate the provisions of the Agreement as alleged.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 8th day of April, 1959.