

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Richard F. Mitchell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on the Chesapeake and Ohio Railway (Chesapeake District) that:

1. Carrier violated the agreement between the parties when, on December 23, 1955, it declared abolished the first, second and third shift together with the regular relief position at "JD" Cabin, Clifton Forge, Virginia transferring the work to employees not under the agreement and continues to violate the agreement by refusing to restore the work to employees under the agreement.
2. Carrier now be required to assign such work to employees covered by the Telegraphers' Agreement, and that all employees adversely affected by being deprived of such work shall be compensated retroactively to December 23, 1955 at rate of pay for comparable positions for each and every day and shift such work is performed by employees not covered by the Telegraphers' Agreement.

EMPLOYEES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part thereof.

At the same time cause for this claim arose, "JD" Cabin was a station located on the Richmond and Clifton Forge Divisions of the Carrier at a junction point between the Mountain and James River Subdivisions; these two subdivisions follow different routes eastward to Richmond, Virginia where they again converge.

For many years prior to December 23, 1955, around-the-clock service was maintained at "JD" Cabin with a telegrapher on each shift. The work attached to and belonging to these positions was handling train orders and messages affecting the movement of trains, "OS" 'ing (reporting) of trains, granting or denying permission to yard engines and track motor cars to use or foul the main tracks, and the manipulation or operation of levers which were a part of the interlocking plant. The manipulation of the levers supplied or controlled the force which operated a number of switches and signals governing the movement of trains and engines in this territory.

had to tell the James River dispatcher what this time was. To do this, the Mountain dispatcher used intercommunicating system installed between the two dispatchers long before JD Cabin was closed and the operators dispensed with. Now, annunciator for the James River dispatcher has been installed, and the James River dispatcher can see himself when the train from his territory clears at old JD Cabin, thus eliminating any question with respect to the Mountain dispatcher giving any information to the James River dispatcher, despite the fact that there was nothing violative in the giving of such information under the former handling.

CONCLUSIONS

The Carrier has shown that there has been no violation of the rules of the Telegraphers' Agreement in closing JD Cabin and having facilities formerly controlled from that point controlled by the Mountain Subdivision dispatcher from his regular CTC control panel, and the claim in this case should be denied in its entirety.

All data contained in this submission have been discussed in conference or by correspondence with the employe representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: On December 21, 1955, by Bulletin, the Telegraph Office and Train Order Signals at J. D. Cabin were removed from the service, the interlocking limits were extended westward on the eastward main track to include the block signals and switches at the east end of No. 2 switching lead, and all the interlocking (including signals) placed under operation and control of the train dispatcher from his regular C.T.C. panel located in the dispatching office in the Division office building.

As the record indicates, the Division gave notice to the Train Dispatchers' Organization, as an interested third party, of the pendency of this dispute and of a hearing held on June 6, 1961, in accordance with Section 3, First (j) of the Railway Labor Act.

The Train Dispatchers' Organization failed to appear, although it did inform the Secretary of this Division that it was "not involved" in the dispute.

Regardless of the position taken by the Train Dispatchers Organization and since it appears that due notice has been given "to all parties involved in the proceedings," as directed by the Railway Labor Act, the matter is now properly at issue and our determination will be binding upon the parties involved. See Award 8330.

In Award No. 8544 (Referee McCoy) in a dispute, involving the same rules of the same Agreement, practically the same factual situation, and the same conditions by the parties, The Third Division said:

"The Organization contends that the operation of switches and signals at Drew is still being performed, though it is now being performed from fifty miles away, at Peru, and that the operation of switches and signals is exclusively their work by virtue of the Scope Rule.

"We think this contention was correctly disposed of by the Opinion of Referee Edward F. Carter in Award No. 4452, from which we quote:

'For the reasons which are presently to follow, we cannot find from the agreements before us that the work of manning CTC machines is exclusively the work of dispatchers or telegraphers. It must be borne in mind that when the Scope Rule of the Telegraphers' Agreement was negotiated, CTC installations were unknown and consequently not contemplated by the signatories to that Agreement. It is clear to this Board that the definition of a towerman or leverman heretofore recited contemplated the handling of signals, switches and mechanical interlocking equipment from a tower under the general direction of a dispatcher by the train order method. By the accepted definition, a towerman or leverman operates interlocked switches and signals from a central point as does the operator of a CTC machine. The definition of a towerman or leverman, however, contains the additional limiting words "by means of levers", a limitation wholly foreign to a CTC machine which operates automatically without the use of levers. The work of a towerman or leverman is necessarily restricted in the scope of its operation to the vicinity of the tower. A CTC operation is handled from a central point and controls large sections of a railroad line. Its scope of operation is much greater. It is automatically controlled and eliminates the train order method of handling trains. The Telegraphers' Agreement clearly includes the work of towerman and leverman. They naturally belong there because of the necessity for handling train orders in connection with their work. We cannot say that the operation of a CTC machine, which eliminates train order control and consequently one of the most descriptive elements of a telegrapher's work, is included in the scope of the Telegraphers' Agreement because it includes towermen and leverman. * * *

"To the same effect is Award No. 4768, Referee Mortimer Stone."

In Award No. 8660 (Referee Guthrie) a dispute between the same parties, involving the same rules of the same Agreement, a similar factual situation, and similar contentions by the parties, the Third Division reaffirmed its position. See Awards No. 4452 and 8544.

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 the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1962.