

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

GEORGE A. NUNAMAKER

THE NEW YORK CENTRAL RAILROAD, EASTERN DISTRICT
(Except Boston & Albany Division)

STATEMENT OF CLAIM: Claim of George A. Nunamaker, an operator on the New York Central Railroad, Eastern District, that:

(a) The carrier violated the provisions of the Telegraphers' Agreement when and because after installing a Central Traffic System taking the place of Signal Stations 29A Jay Street and Signal Station 25 Culver Road the work formerly performed by complainant was transferred to employees of another craft in spite of provisions in the Telegraphers' Agreement Scope Rule granting jurisdiction over C.T.C. employment.

(b) In consequence of such violation claimant George A. Nunamaker, formerly employed at Signal Station 25 Culver Road, has had his opportunity of employment infringed upon and restricted to his detriment and claim is here made that full right to given claimant under the terms of the Telegraphers' Agreement to work such Central Traffic System positions as may be either now existing or in the future established upon the Syracuse and Buffalo Divisions of the said carrier and to receive the existing rate of pay for such employment.

EMPLOYES' STATEMENT OF FACTS: An agreement bearing effective date of July 1, 1948 with amendments is in effect between the parties, hereinafter referred to as the Telegrapher's Agreement.

On June 30, 1957 the carrier closed Signal Station 29A Jay Street, Rochester, New York, and an electrical switch from the main track to the siding or passing track; an electrical switch from the Main Track to the Charlotte Branch and an electrical switch from the Charlotte Branch to the Company Yard together with essential signals were thereafter operated and controlled from a panel machine located in the Rochester Depot, some two miles East of the said location. A three minute hand switch and derail to a Wye track at that location was also installed and thereafter controlled from the said depot.

On August 27, 1957 the Carrier closed Signal Station 25 Culver Road, Rochester, New York, and by the use of electrical switches operated and con-

**5. CLAIMANT HAS NOT EXERCISED OPPORTUNITIES TO
EXPAND HIS FIELD OF EMPLOYMENT.**

On Carrier's Syracuse Division, positions of train dispatcher are filled from the ranks of telegraphic service employees. When openings exist for extra train dispatching positions, that fact is advertised by bulletin to telegraphic service employees having seniority rights on the Syracuse Division. The senior applicants for such positions are selected to undertake the necessary program of qualification.

Claimant Nunamaker's seniority as a telegraphic service employee dates from August 9, 1942. Nine telegraphic service employees with less seniority than Claimant Nunamaker have qualified as Syracuse Division train dispatchers and four of these men have regular assignments as train dispatchers. Carrier's records indicate that claimant Nunamaker has never made application for an extra train dispatcher's position.

Wire Chief positions at Syracuse, Rochester, and Buffalo come within the scope of the Telegraphers' Agreement. Openings in such positions are filled by the senior applicant holding telegraphic seniority on the combined Buffalo-Rochester-Syracuse Divisions telegraphic service roster who has passed the written wire chief examination. The Carrier furnishes necessary instruction manuals to candidates for the wire chief examinations and gives the examination at convenient intervals. Claimant Nunamaker passed the examination for wire chief on November 17, 1958. Of the 14 wire chief positions for which Claimant Nunamaker is now eligible to bid, 6 positions are held by employees with less telegraphic service seniority.

The principal reason for the instant claim is that because of the introduction of C.T.C. and the resulting closing of Signal Stations 29A and 25, "claimant George A. Nunamaker . . . has had his opportunity of employment infringed upon and restricted to his detriment." The Carrier submits that up to the date of the claim and even thereafter Claimant Nunamaker passed up opportunities to which he was entitled by virtue of his seniority to broaden his field of employment.

CONCLUSION

Carrier submits that the claim of George A. Nunamaker is entirely without merit and should, for the reasons previously stated, be either dismissed or remanded for lack of jurisdiction or denied in its entirety.

All facts or arguments herein presented have been made known to the employees.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute involves a contention by an individual employe that the Carrier's action of allegedly transferring work from his position to employees of another craft violated provisions of the Telegraphers' Agreement.

The same general subject matter was submitted to the Board by the telegraphers' organization and docketed as TE-10936. That dispute was later withdrawn and submitted to a special board of adjustment established in

accordance with provisions of the Railway Labor Act, where it was identified as Case No. 21.

In its Award No. 21, Special Board of Adjustment No. 421 remanded the dispute in Case No. 21 to the parties for joint consultation and settlement. Settlement of that dispute is dispositive of the instant case which accordingly will be dismissed.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearings;

That the Carrier and the Employee involved in this dispute are respectively Carrier and Employee 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 case will be dismissed in accordance with the Opinion.

AWARD

Case dismissed in accordance with Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Secretary

Dated at Chicago, Illinois, this 26th day of September 1963.