

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

NEW YORK CENTRAL RAILROAD
(Northern District)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central (Northern District) that:

1. The Carrier violated the Agreement between the parties when on November 4, 1960, it abolished the positions of Train Director at 20th Street Tower, Detroit, without abolishing all of the work thereof and assigning part of the work to Yardmasters stationed at 20th Street Tower, Detroit, and allowing others to assume some of the duties previously performed by the aforesaid Train Directors.

2. The Carrier shall compensate the following employes for eight (8) hours at pro rata rate of \$2.696 per hour for each day and date specified below; and shall continue to pay for each eight (8) hour period in each day to the employes specified on a day they would be idle and available for work, or to a qualified employee on the same seniority district, extra in preference, who would be idle and available for work until the violation is corrected.

Nov. 5, 6, 12, and 13, 1960	Day	Train Director M. Borota
Nov. 5, 6, 12, and 13, 1960	1st Night	Train Director A. H. Schamelhorn
Nov. 5, 6, 12, and 13, 1960	2nd Night	Train Director D. W. Buckmaster
Nov. 7, 8, 14, and 15, 1960	Day	Train Director G. U. Shepherd
Nov. 7, 8, 14, and 15, 1960	1st Night	Train Director H. J. Obershea
Nov. 7, 8, 14, and 15, 1960	2nd Night	Train Director G. Arnold
Nov. 9 and 16, 1960	Day	Train Director H. E. Wilson
Nov. 10 and 17, 1960	Day	Train Director J. Emerick
Nov. 9, 10, 16, and 17, 1960	1st Night	Train Director J. A. Jones
Nov. 9, 10, 16, and 17, 1960	2nd Night	Train Director R. Y. Sievers
Nov. 11 and 18, 1960	Day	Train Director G. Russian
Nov. 11 and 18, 1960	1st Night	Train Director J. Emerick
Nov. 11 and 18, 1960	2nd Night	Train Director J. Yuhosz

After the last date mentioned on November 18, 1960, a joint check of the work records is requested in order to determine the proper qualified employe entitled to such payment.

EMPLOYES' STATEMENT OF FACTS: On November 4, 1960, with the completion of the tour of duty of the Train Directors, the Carrier abolished all positions of Train Director at the 20th Street Tower, Detroit. The 20th Street Yard is governed by the 20th Street Tower, and comprises, in general, two parts. The passenger side had all movements controlled by the 20th Street Tower, whereas on the freight side, the 15th Street Yardmaster controlled the movements through the Train Director on duty at the 20th Street Tower who gave the proper sequence to the Leverman for the movements to be made. Prior to the abolishment of the Train Directors at 20th Street, the following were the duties performed by the Train Directors:

1. Report arrival and departure time of all passenger trains to the Train Director on duty at dispatching headquarters.
2. Make visual count of cars on passenger trains, relaying this information to Train Director for his record.
3. Make visual check of engine numbers on trains; relaying this information to Train Dispatcher for his record.
4. Responsible for handling hostler crews for all switching movements.
5. Responsible for running tracks for passenger trains in train shed. Consults with Yardmaster as to suitable track for running trains.
6. Train Directors were qualified levermen for the interlocking machine at 20th Street Tower and one of the duties assumed by them was to help the leverman on duty in pulling levers on the interlocking machine at times when the traffic was exceptionally heavy in order to keep traffic flow steady and save delays. This has been done for some time since the helper leverman position was abolished at 20th Street.
7. The Train Director was in direct communication with many places by means of telephone, teletype and loudspeaker circuits. The loudspeaker in the train shed was used by the Train Director to inform all concerned when trains were arriving and on what track it would arrive in the passenger station. The Train Director had 5 telephone circuits connected with dispatchers at St. Thomas, Ontario, Detroit, and Jackson and with employes at Bay City and London, Ontario. These circuits were used to gather information for the use of the Yardmasters and others in Detroit connected with train movements and to give information to these points for their records and information.

In addition the Train Directors had an automatic dial circuit, a city line, and three grade lines to answer. A teletype circuit was connected with seven outlets in the vicinity of the passenger station and was operated by the Train Director who gave information on it necessary for the mail and baggage rooms to operate efficiently.

Because of the abolishment of the three Train Directors' positions in the 20th Street Tower, the employes presented the instant claims.

The Carrier denied all of the instant claims.

OPINION OF BOARD: Subjected to claim here is Carrier's action of November 4, 1960, abolishing three positions of train director at 20th Street Tower, Detroit, because, Carrier states, trains were being operated through the tunnel under their own power, with road crews intact, which resulted in a reduction of tunnel crews from 15 in 1950 to 3 such crews in 1961; and a reduction of coach yard crews from 15 in 1950 to 7 in 1961. The number of levers was reduced.

Carrier predicates its defense here on Rule 29, Abolishing or Consolidating Positions. This rule requires that:

"When offices or positions are consolidated, or in the case of reduction of forces, or the abolishment of positions, at least 3 calendar days' notice will be given to those affected prior to the date of such reduction or abolishment. . . ."

The rule also provides that when offices or positions are consolidated and when positions are abolished, seniority of the employes at the office or offices involved will prevail, if they desire to remain, subject to fitness and ability to fill the remaining positions at that office.

It is perfectly clear that Rule 29 places no restrictions on the Carrier's right to abolish positions. Neither can we.

It is the Organization's claim here that Carrier assigned part of the work of the abolished positions to Yardmasters stationed at 20th Street Tower—work which had been performed, Organization states, by Train Directors for 50 years.

Carrier asserts the volume of traffic in the area here involved declined more than 40 per cent between 1950 and 1960.

"Because of the heavy volume of traffic", Carrier states, "in this area in previous years and up to the time when traffic volume began to drop off, the Yardmasters could not personally attend to all train operations, and the incidental work in connection therewith, and because thereof Train Directors' positions were established to assist in this work. . . ."

Carrier states that with the abolishment of Train Directors' positions, the Yardmaster involved, because of the reduced traffic being handled in this area, "were able to personally take care of all work having to do with train and car operation, and the incidental work pertaining thereto. The furnishing of information covering train and car movements, previously handled by the Train Directors at 20th Street Tower, was discontinued. All telephones, other than those required by the Yardmasters and Towermen, and also the teletype machine, were removed from the tower."

Carrier states, further, that the train and car information previously handled by the Train Directors is available through other sources and records of the Carrier, records which, Carrier states, are not new records established

to substitute for the information previously furnished by Train Directors. They have always been maintained, Carrier, adds, and have always been used by others for whatever information they required, including instances where there was need for checking information furnished by Train Directors.

"This information," Carrier states, "was always available from the various sources and records even before the Train Directors' positions were established. . . ."

The Organization's claim here is a general claim; that "the Carrier violated the agreement" when it abolished the Train Director positions.

The Scope Rule here applicable is a broad, general rule which governs the "**working conditions and rates of pay**" of about a score of positions therein named, including that of Train Director.

It is, thus, distinguished from the scope rule form of some agreements which covers "positions and the work thereof."

The record before us contains a letter from the Organization's General Chairman L. J. Dean to the Carrier, stating that at the time the October 15, 1957 agreement was negotiated,

"the sole purpose of listing the various positions and rates of pay as shown (Scope Rule) therein was for the information of the employees, thereby eliminating their calling in for rates of pay, etc., when exercising bidding or displacement rights."

Additionally, there is evidence here of two Section 6 notices under the Railway Labor Act, served by Organization in 1958 and 1959 — without result — on this Carrier to (1) prevent it from abolishing positions without agreement by the Organization; and (2) to revise the scope rule to reserve to employees here involved "**work and positions**" now or heretofore assigned. (Emphasis ours.) It is, thus, a tacit admission that the Organization does not now have such rights.

The Organization, in its ex parte submission, lists eight categories of work which it states were "the duties performed by Train Directors prior to the abolition of the jobs." It is work, Organization asserts, which is being performed by Yardmasters.

Carrier argues it is yardmaster work, but that Train Directors were permitted to perform the service by assisting Yardmasters in a highly congested area.

It is perfectly clear from the record before us that the Organization has not met its burden of proving that Carrier's action violated the Agreement.

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 31st day of October 1966.