



Award No. 17086

Docket No. TE-16392

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John B. Criswell, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES
UNION**

LOUISVILLE AND NASHVILLE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Louisville & Nashville Railroad (NC&StL District), that:

1. Carrier violated and continues to violate the terms of the Agreement between the parties hereto when effective November 15, 1964, it abolished all positions in "US" Telegraph Office, Union Station, Atlanta, Georgia, without in fact abolishing the work of said positions.
2. Carrier violated and continues to violate the terms of the Agreement between the parties hereto when effective November 15, 1964, it unilaterally transferred work being performed by employees within the scope of the Agreement at "US" Telegraph Office, Atlanta, Georgia, to employees in "N" Office, Tilford Yard, Atlanta, Georgia, a coordinated facility of the ACL and L&N.
3. Carrier shall be required to pay R. M. Foster, W. C. Cooper, C. L. Mitchell, E. F. Gaier, G. B. Hood and all other employees improperly displaced by said violations for all loss of earnings, expenses and travel time, commencing November 15, 1964, and continuing thereafter until the violations are corrected.
4. Carrier shall be required to pay the senior idle employee, extra in preference on the seniority district, eight hours' pay for each eight hour shift commencing November 15, 1964, and continuing thereafter until the violations are corrected.

EMPLOYEES' STATEMENT OF FACTS: An Agreement between the Louisville and Nashville Railroad Company (NC&StL District), hereinafter referred to as Carrier, and its employees in station, tower and telegraph service, hereinafter referred to as employees, represented by Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers), hereinafter referred to as Union, effective September 1, 1949, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

At page 40 of said Agreement, Addendum 2, Wage Scale, effective

on November 7, 1964. Carrier in giving proper notice complied in full with Agreement provisions. The telegraphers at "US" office exercised their seniority rights onto other positions when "US" office was discontinued except one who retired and one who laid off sick.

In abolishing "US" office, effective November 15, 1964, work exclusively telegraphers was rearranged to telegraphers in NC&StL District "N" office, and to Howell Tower. Rearrangement was accomplished in the following manner; train orders, which consist mostly of clearance Form A, as to L&W and ACL trains were rearranged to NC&StL District telegraphers at Howell Tower.

Arrangements were made for the message work for the offices in Union Station to be handled by telegraphers in NC&StL District in "N" office at Tilford by utilizing existing messenger service between Union Station and Tilford Yard, and as an adjunct to this existing messenger service, carrier installed a one-way, closed circuit teletype between "N" office, Tilford Yard, and the ticket office, Union Station; a Data-Fax machine to be used in sending messages, register cards, and reports to Tilford Yard was installed in the ticket office, Union Station. These installations are utilized in this manner:

Inbound messages for offices in Union Station, which are received by telegraphers in "N" office, that miss the messenger run, are sent by the telegrapher in "N" office, over the closed circuit teletype, to the ticket office where the clerks tear the messages from the machine. Personnel in the various downtown offices stop at the ticket office for their messages.

Outbound messages, reports and register cards from the ticket office, which miss the messenger run, are sent over the Data-Fax to the yard office, Tilford Yard; clerks take the material from the machine and if a message is involved, give it to the operator in "N" office who handles the transmission.

This system, as described above, involved Intra-Terminal transmissions, and is utilized by carrier in lieu of increased messenger service.

Under date of January 6, 1965, claim was filed by the District Chairman, based on the alleged violation of the telegraphers' agreement, NC&StL District. Copy of claim is herewith filed as Carrier's Exhibit "A".

The claim was progressed in the usual manner up to the Personnel Department. Copies of pertinent correspondence exchanged in the progressing of the claim are herewith filed as Carrier's Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K".

(Exhibits Not Reproduced.)

OPINION OF BOARD: Both in handling on the property and in their submission to the Board, the Employees have unequivocally contended that the question at issue in the instant dispute is in all of its essential parts the same question raised in the dispute in Docket TE-15755.

Consequently, the Division must apply its decision in Docket TE-15755

to the present case. That decision was rendered in Award 16662, which denied the Employees claim. This claim will likewise be denied.

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

That the parties waived oral hearing;

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of April 1969.