



Award No. 19068

Docket No. TE-14545

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES
UNION (BRAC)**

(Formerly The Order of Railroad Telegraphers)

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atlantic Coast Line Railroad Company, that:

1. Carrier violated the Agreement between the parties, when effective May 3, 1962, acting alone, it removed from the Agreement and the employes covered thereby, the work of operating signals and switches by means of levers from a central point at Pembroke, North Carolina, and transferred said work to employes not covered by the Agreement at Rocky Point, North Carolina.

2. The work of operating signals and switches at Pembroke, North Carolina by means of levers from a central point shall be restored to the Agreement. The second and third shift positions at Pembroke and the relief positions in connection thereto shall be restored to the status existing prior to May 3, 1962, and the displaced employes returned to their positions in the order of such prior occupancy.

3. Carrier shall compensate R. M. Evans, W. D. Stephenson, E. S. Bethea and C. J. Winstead in accordance with Article 8 of the Agreement.

4. Commencing on May 3, 1962, and continuing until the above named work is restored to the Agreement and the employes covered thereby, Carrier shall compensate S. J. Cockrell, W. C. Mosley, E. L. Fountain, S. J. Parham, C. B. Grady, A. W. Waters, W. D. Thomas, B. S. McPherson and G. D. Winberry, senior idle employes, seniority in preference, eight (8) hours' pay for each day the violation outlined above exists. Joint check of the Carrier's records shall be made to determine the proper claimants for each day.

EMPLOYEES' STATEMENT OF FACTS: There is in full force and effect collective bargaining Agreements entered into by and between Atlantic Coast Line Railroad Company, hereinafter referred to as Carrier or Management, and The Order of Railroad Telegraphers, hereinafter referred to as Employees or Telegraphers. The Agreements are, by reference, made a part of this submission as though set out herein word for word.

The claim that the work of operating signals and switches at Pembroke shall be restored to the agreement, and that the positions be restored at Pembroke is not sustained by the agreement and has been declined.

OPINION OF BOARD: The claim herein arose out of Carrier's abolishment of two clerk-leverman-telegrapher positions at Pembroke, North Carolina, when Centralized Traffic Control was extended through Pembroke. The Centralized Traffic Control machine is located at Rocky Mount, North Carolina, and manned by train dispatchers.

Notice requirements as mandated by the United States Supreme Court in **T.C.E. Union vs. Union Pacific** have been met by the Board.

The Carrier has called attention to Article 1(c) of the Agreement covering its train dispatchers, which reads:

"(c) Centralized traffic control machines now in service, or later installed, will be manned and operated by train dispatchers when the control board is located in office where train dispatchers are employed, or may in future be employed; but when the control is not located in offices where train dispatchers are employed, and the C.T.C. machine is operated by other employees, train movements in that control of the train dispatcher."

The Agreement covering telegraphers on this property contains no rule which refers specifically to operation of centralized traffic control equipment.

Under comparable circumstances this Board has denied telegraphers' claims that were essentially similar to that of the instant case. See Awards 8544, 8660, 10303, 11821. There is no valid reason, based on the record, for reaching a different conclusion herein.

The Petitioner also cites a Section 6 notice served on November 8, 1961, which had as its purpose the prohibition of the abolishment of any position in effect on November 8, 1961. In our Awards 16054, 16056, 16057, and 16058. involving the same parties the Board dealt at length with the Section 6 notice of November 8, 1961, and concluded, properly so in our opinion, that this Board was not the proper forum for determination whether there was a violation of Section 6 of the Railway Labor Act. Those awards are controlling herein.

The claim will 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 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of March 1972.