

Award No. 2972

Docket No. TE-2993

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

James M. Douglas, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

ST. LOUIS SOUTHWESTERN RAILWAY LINES

(Berryman Henwood, Trustee)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on St. Louis Southwestern Railway Company, that:

(a) The Carrier is violating the terms of the prevailing telegraphers' agreement since on or about June 5, 1943, by permitting and/or requiring employes not under the telegraphers' agreement to handle the communications service within the territory of the Centralized Traffic Control system extending between Illmo, Missouri and Dexter Junction, Missouri, a distance of forty-seven (47) miles, by means of the telephone installed at switches and sidings, to perform the work of receiving and forwarding messages, copy and repeat "time and working limits" orders, report trains, and receive instructions and advice pertaining to the movement of trains, push cars, track cars, and roadway machines, direct from and to the train dispatchers located at Illmo, Missouri, within the above mentioned Centralized Traffic Control territory, which is work covered by the telegraphers' agreement and formerly performed by employes under said agreement; and

(b) That such communications service work shall hereafter be performed by employes under the telegraphers' agreement to be located at switches and sidings where such telephones are installed or by employes under the telegraphers agreement to be assigned to trains operating through the Centralized Traffic Control territory involved.

EMPLOYES' STATEMENT OF FACTS: An agreement bearing date December 1, 1934, as to rules of working conditions, and December 27, 1943, as to rates of pay, is in effect between the parties to this dispute.

Prior to, on or about June 5, 1943, the Carrier maintained the following telegraph or telephone positions under said agreement at the offices named below between Illmo, Missouri and Dexter Junction, Missouri, through which was handled all of the communications service by means of the telegraph and telephone for this territory consisting of messages, train orders, line-ups, reports of record, and related work:

Rockview Tower	3 tricks
Delta	3 tricks, joint with Missouri Pacific and Frisco and manned by Missouri Pacific operators.
Randles	3 tricks
Mesler	2 tricks
Bell City	1 agent-telegrapher
Avert	3 tricks
Paront	3 tricks
Total	17

the order is written on Form 19 or 31 and this copy underscored as required by Rule 206."

Likewise it is not disputed that dispatchers have the right to convey their instructions direct to train crews by means of signal indications.

Therefore, the right of a conductor to signal the dispatcher direct by means of pushing a button is plain and apparent.

In conclusion the Carrier desires to point out that other railroads have thousands of miles of CTC in operation, much of which has been in service for years. On those railroads the CTC telephones are used by the same class employees and for the same purposes as now used in the operation between Illmo and Dexter Junction. Had it been generally recognized that the CTC telephones must be handled by telegraphers as now claimed, no doubt they would have been long since so assigned on other lines. But, so far as the Carrier has been able to determine, in no case have telegraphers been granted, or even requested what they are now demanding in the present case. The present claim clearly represents a new idea as to the scope of telegrapher's work.

The Carrier has made no attempt to deprive telegraphers of work to which they are justly entitled under the agreement. Installation of an improved method of operation resulted in the elimination of work performed by telegraphers at wayside stations. Regardless of that fact, the Employees are now claiming that a much greater number of telegraphers be employed.

As pointed out in detail above, the sole work to be performed is merely incidental telephoning performed by other employees in connection with their ordinary duties. That is clearly not work similar to that which employees under the agreement with The Order of Railroad Telegraphers have performed, and does not come within the scope of that agreement.

The assignments claimed are not justified under the rules, and the Carrier, therefore, respectfully requests that the claim be denied.

OPINION OF BOARD: On or about June 5, 1943, the movement of trains between Illmo and Dexter Junction, Missouri was controlled by a newly installed Centralized Traffic Control System. Upon its inauguration thirteen (13) telegrapher positions were abolished.

Employees state their position: "This dispute arises out of the action of the Carrier in taking out of the Telegraphers' Agreement, work covered by the Agreement, transferring such work to employees not under the Agreement, and discontinuing positions covered by the Agreement formerly performing such work.

It is the contention of the Committee representing the employees that these acts of the Carrier violated the Scope Rule and other rules of the Telegraphers' Agreement; and that the said "work improperly taken out of the Agreement and transferred to employees not under the Agreement shall be restored to the Agreement and hereafter performed by employees under the Agreement." To accomplish this Employees ask in effect in (b) of their claim first, that they be assigned positions at switches and sidings where telephones are installed or second, to positions on trains operating through the territory involved.

The record is voluminous. It indicates, but we do not so decide, that some work formerly performed by telegraphers in connection with train orders and line-ups is now being performed by others. However the evidence is not sufficiently definite as to such violations and is not adequate to authorize the precise relief asked. Accordingly we will adopt the procedure followed in Award 1148, and remand the proceeding to the parties to adjust the dispute through negotiations without prejudice to its resubmission, in the event of failure to reach an agreement, on a record adequate for determination by this Board as to whether, in what manner, and to what extent the agreement has been violated and on a record adequate as well for the determination of the proper relief, if any.

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 record is inadequate for the determination of the violation charged and the relief to be granted.

AWARD

Claim remanded to the parties to adjust the dispute and proceed in conformity with the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 2nd day of November, 1945.