

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Curtis G. Shake, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE VIRGINIAN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on the Virginian Railway Company,

(1) that the Carrier violated the terms of the current telegraphers' Agreement when on November 22, 1948, it declared abolished the 3 telegraph positions in the yard office at Sewalls Point, Virginia, without in fact discontinuing the work previously performed by the 3 telegraphers at that point and transferred the work of those positions and assigned the performance of the same to employees not covered by the telegraphers' Agreement; and

(2) that the work formerly performed by the 3 telegraphers at Sewalls Point yard office shall be restored to the telegraphers' Agreement and performed only by employees coming within the scope of such agreement; and

(3) that all employees adversely affected by the Carrier's action in arbitrarily removing from the telegraphers' Agreement work previously performed by the telegraphers at Sewalls Point shall be compensated for all monetary losses sustained.

JOINT STATEMENT OF FACTS: Sewalls Point Terminal is the eastern terminus of the Virginian Railway and is located in and adjacent to Norfolk, Virginia. The terminal extends over about seventeen miles with various yards, junctions, and industry tracks. Within this territory there were, prior to November 22, 1948, three telegraph offices located as follows:

Sewalls Point office located at the yard office at the east end of the terminal.

Carolina office located 12:5 west of Sewalls Point yard office.

South Norfolk office located 0.6 miles west of Carolina office.

At all three of these offices there was continuous (three trick) telegraph service.

During 1945 and 1946 signals were installed over the territory covered by Sewalls Point Terminal to govern movement of trains in this area and effective January 18, 1946, the Superintendent of the Norfolk Division issued a bulletin. Following issuance of this bulletin the issuance of train orders and clearance cards was discontinued at the yard office. Thereafter the duties of the telegraph operators at the yard office consisted of:

Forwarding to and receiving from the division terminal at Victoria of telegraph messages including consist reports, bad order reports, train tonnages, and engine numbers and crew consists.

In principle, Docket TE-668, like Docket TE-472, is identical with the case now before your Board for consideration. Similarly in Award 653, Docket TE-669, another case identical in principle, your Board, in its opinion, said:

"The practice of requiring or permitting clerks to handle messages and reports of record by telephone between East Switch telegraph office and the traffic office, or to mail them when the traffic office is not open, is no different from the recognized practice in effect on this and practically every railroad, and is not in violation of the current agreement between the parties."

and you found:

"That the manner in which messages are here handled does not constitute a violation of the current agreement between the parties."

In summary of its case, the Carrier believes that its action in abolishing the three positions of telegrapher-clerk at the yard office at Sewalls Point Terminal effective November 22, 1948, was consistent with the provisions of the Telegraphers' Schedule of September 1, 1945, because:

1. The work of transmitting information to and from the terminal which was, prior to November 22, 1948, performed by the telegrapher-clerks at the yard office, was on November 22, 1948, and subsequent thereto, performed by employes under the Telegraphers' Schedule who were located at Carolina Junction, another telegraph office within the terminal.

2. The transmission of information by local telephone between the telegraph operators at Carolina Junction and the yard clerks at the yard office, both points within the same terminal, is not work reserved exclusively to telegraph operators by the schedule agreement as it has been interpreted heretofore by the parties to the agreement.

3. Your Board, in its interpretations of similar telegraphers' schedules, has already determined that such work by clerks or other employes is not violative of the provisions of the Telegraphers' Schedule on this Carrier.

(Exhibits not reproduced.)

OPINION OF BOARD: Effective November 22, 1948, Carrier abolished the three-trick telegrapher-clerk positions at Sewalls Point, Virginia, and transferred the functions of said positions to employes of other crafts. The claim is that the work previously performed by the displaced employes be restored to the Telegraphers' Agreement and that they be compensated for the monetary losses sustained.

Sewalls Point is in Norfolk, Va., and is the eastern terminus of the Carrier's railroad. The terminal extends over some seventeen miles, and includes various yards, junctions and industrial tracks. Prior to the action here complained of three telegraph offices, with continuous service, were maintained in this terminal. These were at Sewalls Point, Carolina Junction and South Norfolk. Carolina Junction is 12.5 miles west of Sewalls Point and these points are connected by double track.

On January 16, 1946, automatic signals were placed in service throughout the terminal and train orders and clearance cards were thereupon dispensed with. However, considerable communication of record work appears to have been performed at Sewalls Point after 1946.

It is the Carrier's contention that a decline in the volume of business rendered imperative a reduction of its force at Sewalls Point in November, 1948; that such a reduction might have been accomplished, either by adding more clerical work to the telegrapher-clerks, which they could readily have absorbed, and abolishing one clerical assignment on each trick, or by eliminating any necessity for telegraph work at the office; that no exclusive telegraph work remained at Sewalls Point in November, 1948; and that its conduct did not constitute any violation of the applicable agreement.

The general rule appears to be that the handling of messages in connection with train movements and communication messages, orders and reports required to be made a matter of record are ordinarily regarded as work belonging to telegraphers. See Award No. 4280. There are, however, many exceptions to this formula, and it may be noted that Rule 23 of the Agreement presently before us places limitations upon the exclusive right of telegraphers to handle train orders.

We have carefully examined the comprehensive data set out in the record as to the nature, character and extent of the work performed by the telegrapher-clerks at Sewalls Point prior to November 22, 1948, and that performed there by the clerical employees subsequent to that date, as well as that performed by the telegraphers at Carolina Junction both before and after November 22nd. From these records it appears that on a single day, since November 22nd, as many as a dozen or more communications of record pertaining, directly or indirectly, to train movements are handled at or from Sewalls Point. Typical of these transactions are the following: a train crew arriving at Sewalls Point registers its time of arrival and departure. This information is then telephoned by the clerical employees to the telegraphers at Carolina Junction who, in turn relay it to the dispatchers at Victoria. Records of these transactions are made at Sewalls Point, Carolina Junction and Victoria.

Prior to November 22, 1948, the data transmitted by the telegraphers from Carolina Junction to Victoria was sent by the Claimant-telegraphers from Sewalls Point directly to Victoria. The same result is now achieved by dispensing with the telegraphers at Sewalls Point and having the clerical workers employed there telephone the necessary information to the telegraphers at Carolina Junction. This, we think, is the decisive fact of this case, and fully answers the Carrier's argument that no work which belonged exclusively to the telegraphers has been dispensed with at Sewalls Point. While the work in controversy is not the handling of train orders, it does, in our judgment, amount to the handling of communications of record directly related to train movements; and it is conceded that prior to November 22, 1948, work of this character performed at Sewalls Point was handled exclusively by employees under the Telegraphers' 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 Carrier violated the Agreement.

AWARD

Claim (1, 2 and 3) sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 29th day of March, 1950.