

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Whitley P. McCoy, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE CHESAPEAKE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chesapeake and Ohio Railway that:

1. The Carrier violated the terms of the Agreement between the parties when on October 27, 1952, it unilaterally and arbitrarily declared abolished the positions of first, second, third tricks and the swing position, No. 23, at "DW" Tower, Drew, Indiana, and concurrently transferred the duties and work of these positions to train dispatchers working in the train dispatcher's office at Peru, Indiana.

2. The positions of first, second, third tricks and No. 23 swing position at "DW" Tower shall be restored to their original status and the displaced employes returned to the positions in the order of their previous occupancy.

3. All employes improperly displaced as a result of this violative act shall be compensated for wages lost plus expenses incurred as provided in Rule 8 of the Agreement between the parties.

4. Other employes who were adversely affected by the violation shall be paid for wages lost.

See Award 8328 for Statements of Facts and Positions of the Parties.

OPINION OF BOARD: This claim protests the abolition, on October 27, 1952, of positions at "DW" Tower, Drew, Indiana, covered by the Agreement with the Telegraphers and the transfer of the duties of those positions to train dispatchers working in the train dispatcher's office at Peru, Indiana, some fifty miles distant. It asks return of the displaced employes to their previous positions and compensation for wages lost and expenses incurred. The claim is based upon the Scope Rule of the Agreement.

It appearing that the American Train Dispatchers Association had an interest, and were therefore "involved" within the meaning of the Railway Labor Act, Section 3, First (j), by Award No. 8328 we deferred consideration

and decision on the merits pending notice to that Association. Such notice was given, and a hearing held, at which the Association did not appear. The case is now ready for consideration and decision on the merits.

Prior to October 27, 1952, the Carrier maintained a tower at Drew, Indiana, designated as "DW", employing there an Operator on each of three tracks and a swing position. This was a continuous manual block and train order office, controlling the block immediately to east and west of the tower, and also controlling the interlocking plant for a crossing of Carrier's main line by an infrequently used spur track of the Pennsylvania Railroad.

For about a year the Carrier had been installing Centralized Traffic Control (CTC), and when this was extended as far as Drew the operations at "DW" Tower were discontinued, the Operator positions there abolished, and the territory placed under the direct control of the Train Dispatcher at Peru, in whose office the master CTC panel was located.

The Organization contends that the operation of switches and signals at Drew is still being performed, though it is now being performed from fifty miles away, at Peru, and that the operation of switches and signals is exclusively their work by virtue of the Scope Rule.

We think this contention was correctly disposed of by the Opinion of Referee Edward F. Carter in Award No. 4452, from which we quote:

"For the reasons which are presently to follow, we cannot find from the agreements before us that the work of manning CTC machines is exclusively the work of dispatchers or telegraphers. It must be borne in mind that when the Scope Rule of the Telegraphers' Agreement was negotiated, CTC installations were unknown and consequently not contemplated by the signatories to that Agreement. It is clear to this Board that the definition of a towerman or leverman heretofore recited contemplated the handling of signals, switches and mechanical interlocking equipment from a tower under the general direction of a dispatcher by the train order method. By the accepted definition, a towerman or leverman operates interlocked switches and signals from a central point as does the operator of a CTC machine. The definition of a towerman or leverman, however, contains the additional limiting words 'by means of levers', a limitation wholly foreign to a CTC machine which operates automatically without the use of levers. The work of a towerman or leverman is necessarily restricted in the scope of its operation to the vicinity of the tower. A CTC operation is handled from a central point and controls large sections of a railroad line. Its scope of operation is much greater. It is automatically controlled and eliminates the train order method of handling trains. The Telegraphers' Agreement clearly includes the work of towerman and leverman. They naturally belong there because of the necessity for handling train orders in connection with their work. We cannot say that the operation of a CTC machine, which eliminates train order control and consequently one of the most descriptive elements of a telegrapher's work, is included in the scope of the Telegraphers' Agreement because it includes towermen and levermen. * * *"

To the same effect is Award No. 4768, Referee Mortimer Stone.

In both these cases the holding of the Board was that the work of operating switches and signals by CTC belonged exclusively neither to the Telegraphers nor to the Dispatchers, but could properly be contracted for by

either. The cases were therefore remanded for want of jurisdiction. Since each of the claims alleged a violation of the agreement, and the Board found no violation, dismissal of the claims would have seemed more logical, but the effect was the same.

In the case now before us it appears that the Carrier has contracted with the Dispatchers for this work to be performed by dispatchers when the CTC machines are located in dispatchers' offices. Since, under the authority of Awards Nos. 4452 and 4768, the work is not exclusively that of the Telegraphers under their Scope Rule, the contract with the Dispatchers is valid and does not violate the Agreement with the Telegraphers. The claim will therefore be denied.

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 Employes involved in this dispute are respectively carrier and employes 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: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 5th day of December, 1958.