

Award No. 11161
Docket No. TE-10027

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Wabash Railroad, that:

1. The Carrier violated and continues to violate the Agreement between the parties when it requires or permits employes holding no rights under the Telegraphers' Agreement to operate switches and signals at Bement, Ill., by means of remote control from Decatur, Ill.
2. The Carrier further violated the Agreement at Bement, Illinois, when it removed from the Agreement the work of handling mail and/or express on or off trains No. 3, 12, 13 and 17 to and from the station at Bement and contracted for the performance of this work to person or persons not covered by said agreement.
3. The Carrier also violated the Agreement at Bement, Illinois, when on the 16th day of December, 1956, it abolished the second, third and relief positions, reduced the agent-telegrapher's position by abolishing the Sunday assignment thereof, and transferred the work of the abolished positions to employes not covered by the agreement, and to an outside contractor.
4. The Carrier additionally violated the agreement at Bement, Illinois, when it requires or permits trainmen, employes outside the agreement, on trains arriving from the 8th District at Bement to report (OS) their arrival by telephone to the train dispatcher at Decatur in order to secure permission to occupy main track.
5. The Carrier shall, in addition, pay to the senior idle telegrapher, on the district, extra in preference, and in seniority order, a minimum day's pay for each eight (8) hour shift commencing on December 16, 1956, on which the second, third and relief positions, and the agent-telegrapher's Sunday assignment at Bement are not represented by an employe covered by the Telegraphers' Agreement.

as being based on the general statements made in Committee's Claim (5), and such claims if any, are barred under Rule 28, Section I (a), of the agreement effective September 1, 1955, previously referred to.

The alleged claim set up in Committee's claim (5) was never submitted to the proper officer of the Carrier in the usual way or handled on the property in the usual way. A similar "Claim" was first presented to the chief operating officer by the General Chairman in his letter of April 11, 1957 to the vice president and general manager, see pages 13 and 14 of Carrier's Exhibit "A".

IN CONCLUSION:

The train dispatchers formerly controlled and directed the movement of trains in the territory involved in this dispute by use of the train order system. This system was discontinued and a centralized traffic control system installed by which the train dispatchers control and direct the movement of trains by signal indication and remote controlled switches. The use of train orders is no longer required, and the services of telegraphers at Bement for copying train orders are no longer required.

The interlocking machine formerly located at Bement is no longer used, and the services of levermen are no longer required at that point.

As to the handling of express, the agent-telegrapher is the Railway Express Agency's local agent at Bement but because the express business is handled by Trains 12 and 13, which pass through Bement during the second and third shifts, it was apparently necessary for the Railway Express Agency to pay the second and third shift telegrapher-levermen a separate allowance of \$10.00 each per month to handle the express on and off trains. It is obvious that no provision of any collective agreement between the railroad and its telegraphers gives the work of handling the business of the Railway Express Agency, a separate concern, to Wabash employees, exclusively.

The handling of mail on and off trains and between the train and the station building, when performed by the railroad, is not by agreement or otherwise given exclusively to telegraphers. The same is true of the handling of baggage.

The telegraphers do not participate in the control of electrically locked switches in C.T.C. territory where the control machine is handled by the train dispatcher. There is no provision in the telegraphers' agreement requiring that telegraphers be used in connection with such devices.

The claims should be denied.

The Carrier affirmatively states that the substance of all matters referred to herein has been the subject of correspondence or discussions in conference between the representatives of the parties to this dispute.

(Exhibits not reproduced).

OPINION OF BOARD: This is a dispute between the Order of Railroad Telegraphers and The Wabash Railroad Company.

On November 7, 1956, the Carrier completed a centralized Traffic Control system which included the former Bement interlocking which is in dispute herein. Prior to this the Carrier had utilized the services of two telegrapher-

levermen positions at Bement. After the CTC system was installed, these two positions were abolished. The Organization filed a claim with 5 parts.

There are some serious questions raised on technical grounds. We are, however going to dispose of the dispute on its merits. Parts 1, 3, and 5 are disposed of by Awards 4452, 4768, 8544, 8660 and 10303. We agree with those which hold that the Agreement was not violated.

The Claimants never had an exclusive right to handle mail and/or express, therefore part 2 of the claim is denied.

Part 4 of the claim contends that the Carrier allows employes outside of the Agreement to "OS" trains. We do not believe any of the reports here were a matter of record and under a line of authorities does not constitute the "OS" ing of a train.

For the foregoing reasons we believe the Agreement was not violated.

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: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1963.