

Award No. 11821
Docket No. TE-10748

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

William N. Christian, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)

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

1. Carrier violated and continues to violate the Agreement when commencing on October 3, 1957 it improperly abolished all positions under the Agreement at "MA" Cabin, West Virginia and transferred the work of the positions to employees not covered by the Agreement.

2. Carrier shall be required to compensate the regularly assigned occupants of the positions at "MA" Cabin, D. C. Rapp, S. C. Bishop, R. R. Pack and J. B. Boyd and all other employees adversely affected for all time lost plus any expenses incurred on a day to day basis commencing October 3, 1957 and continuing until the violation is corrected.

EMPLOYEES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

"MA" Cabin, West Virginia is an interlocking CTC station located on this Carrier's lines on the Hinton Division about fifty miles west of Hinton, West Virginia.

Effective on April 22, 1947, that portion of the New River Subdivision between Sewell, Mile Post 396, and "GU" Cabin, Mile Post 416, was placed under Carrier's Operating Rules 271 to 278. The machine and panel board controlling the switches and signals between Sewell and Cotton Hill was placed in the telegraph office or interlocking tower at "MA" Cabin.

Effective at 7:01 A. M., October 3, 1957, the operation of the switches and signals in this territory was removed from the telegraphers at "MA"

contention that the work of operating these boards comes under the Telegraphers' Agreement.

"As we understand these claims, it is not contended that telegraphers should direct train movements. That work belongs to dispatchers. Rather it is contended that employes under the Telegraphers' Agreement must be assigned to operate the signals, switch levers or other devices by which the directions or decisions of the dispatcher are carried out, and that the CTC board is such a device. The dispatchers also claim the right to operate the CTC boards and they admittedly have the sole right to issue train orders and direct train movements. Carried to conclusion, these conflicting contentions would require the Carrier to place two men, at every control Board, one to designate the signal button to be pressed and the other to press the button designated.

"Patently, the marvel of CTC types of centralized control and electrical operation was not contemplated in assigning the traditional duties to the two crafts. The new task of operating a control board in part unites and in greater part supplants the duties and positions formerly assigned to each. . . ." (Emphasis supplied.)

It will be seen that the Referee in this case went further and stated that the conflicting contentions of the dispatchers and telegraphers would required the Carrier to place two men at every control board; one to designate the signal button to be pressed and the other to press the button designated. Such a condition is certainly not contemplated by either agreement.

The Board, as shown above, has held consistently that the work of manning CTC machines is not work falling exclusively to either the Dispatchers or Telegraphers. The Board has, where there was a past practice of so doing, concurred in and upheld the division of the work as it had been made in the instant case, the only fair, equitable, and workable solution to the problem. Where the control board is located at a point where dispatchers are employed, it should be manned by dispatchers; where panel board is located in a telegraph office, it should be manned by telegraphers.

The panel board in question in the instant case is located in the dispatcher's office and is manned by the dispatcher. Such assignment of the work should not be disturbed.

CONCLUSIONS

The Carrier has shown that there has been no violation of the Telegraphers' Agreement in closing MA Cabin and having facilities formerly controlled by operators there controlled by the New River Subdivision dispatcher from his regular CTC panel at Hinton, and the claim should be denied in its entirety.

All data contained in this submission have been discussed in conference or by correspondence with the employe representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue is whether Carrier violated the effective Agreement by discontinuing "MA" Cabin, West Virginia, and instituting the handling of all switches and signals governing movements on New River

Subdivision between Hinton and Handley, West Virginia, from the Dispatcher's control panel located in the Dispatcher's office at Hinton, West Virginia.

Since the inception of this claim, Awards 8544 (McCoy), 8660 (Guthrie) and 10803 (Mitchell) have been adopted. These awards involve the same parties, the same rules of the Agreement, similar factual situations and similar contentions by the parties. Consistent with these awards, and upon like grounds, the issue herein is determined adversely to the Claimants.

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 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 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 25th day of October 1963.