

Award No. 14440
Docket No. TE-12275

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

**THE NEW YORK, CHICAGO AND ST. LOUIS
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York, Chicago & St. Louis Railroad, that:

CLAIM NO. 1

1. The Carrier violates the parties' Agreement at Knox, Indiana, when it purportedly abolished the four Operator-levermen positions at the Interlocking Tower without in fact abolishing the work thereof, and assigned its performance to Train Dispatchers in the Carrier's Fort Wayne Dispatcher's office, employes not covered by the Telegraphers' Agreement.
2. The Carrier shall, because of the violation set out above, commencing sixty (60) days prior to the date of the filing of this claim (March 13, 1959) compensate the senior idle Telegrapher, extra in preference on the seniority district involved, a day's pay (8 hours) for each and every shift around-the-clock, for each day subsequent to March 13, 1959, that the violation continues.
3. The Carrier shall, in addition to the foregoing, compensate each employe improperly displaced by reason of said abolishment for any loss of wages and/or expenses incurred.

CLAIM NO. 2

1. The Carrier violates the parties' Agreement at North Findlay, Ohio, when it purportedly abolished the four Operator-levermen positions at the Interlocking Tower without in fact abolishing the work thereof, and assigned its performance to Train Dispatchers in the Carrier's Fort Wayne Dispatcher's Office, employes not covered by the Telegraphers' Agreement.
2. The Carrier shall, because of the violation set out above, commencing sixty (60) days prior to the date of the filing of this claim (April 16, 1959) compensate the senior idle Telegrapher, extra in preference, on the seniority district involved, a day's pay

(8 hours) for each and every shift around-the-clock for each day subsequent to April 16, 1959, that the violation continues.

3. The Carrier shall, in addition to the foregoing, compensate each employe improperly displaced by reason of said abolishments for any loss of wages and/or expenses incurred.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties to this dispute, effective January 1, 1959, and as otherwise amended.

CLAIM NO. 1

At page 89 (wage scale) of said Agreement, are listed the positions in effect at Knox, Indiana on the effective date of this Agreement.

The interlocking facilities at Knox Tower are a joint operation between the Nickel Plate and the New York Central Railroad, the purpose of which is to protect the respective railroads' trains using this crossover. The occupants of the four operator-levermen positions at Knox Interlocker have provided such protection through the medium of interlocked switches and signals which they have operated from the central location, Knox Tower, in accordance with the provisions of the Carrier's operating rules as those rules pertain to the operation of interlocking operations.

In the process of operating the Knox Interlocker, the operator-leverman, in addition to his manipulations of switches and signals from a central location, also performed telephone communication work both with the Nickel Plate train dispatchers and the New York Central train dispatchers and the crews of trains using this interlocking plant, incidental to and as a necessary part of the duties of operator-levermen.

The work of the Knox Interlocker has been a part of the collective Agreement between the parties hereto for as many years as such facilities were necessary to the Nickel Plate operation at Knox Tower, Knox, Indiana.

Also, included in the work of the interlocker was that of blocking New York Central trains at Knox.

On September 24, 1957, pursuant to permission granted the Carrier by the Interstate Commerce Commission, the Carrier unilaterally declared the operator-levermen positions at the Knox Interlocking Tower abolished and transferred the work then being performed by these employes to train dispatchers in the Carrier's Fort Wayne Dispatchers' Office, Fort Wayne, Indiana, where the interlocking work (the operation of signals and switches from a central location), including the communication work an incidental and necessary part of the interlocking operation, to train dispatchers, employes not covered by the Telegraphers' Agreement, who performed this work by means of a remote control operation from the train dispatcher's office at Fort Wayne, Indiana. On the ground that such unilateral and purported abolishment of positions covered by the Telegraphers' Agreement at Knox Interlocker and the subsequent transfer of this work to train dispatchers at Fort Wayne, Indiana constituted a violation of the Telegraphers' Agreement, General Chairman M. J. Hayes, did, in a letter dated May 13, 1959, addressed to K. F. Brabender, Carrier's superintendent at Fort Wayne, Indiana, file the claim which is the subject matter of this dispute. This letter is attached hereto and made a part hereof as ORT Exhibit 1 — Claim No. 1.

Exhibit N — July 10, 1959 — Appeal — General Chairman to General Superintendent.

Exhibit O — September 4, 1959 — Denial of Appeal — General Superintendent to General Chairman

Exhibit P — October 23, 1959 — Director of Personnel.
Appeal — General Chairman to

Exhibit Q — December 16, 1959 — Denial of Appeal — Director of Personnel to General Chairman

Exhibit R — March 31, 1960 — Confirmation of Denial at Conference — Director of Personnel to General Chairman.

(Exhibits not reproduced.)

OPINION OF BOARD: Petitioner contends that on the merits this case is identical with that of Docket TE-8875, and the Carrier does not disagree.

In Award 10401 this Board decided the claim in Docket TE-8875 to be without merit. That decision is dispositive of the present claim which, therefore, will be denied.

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 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 20th day of May 1966.