

Award No. 14869

Docket No. TE-13879

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

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

NEW YORK CENTRAL RAILROAD COMPANY
(Western District)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central System (Western District), that:

1. Carrier violated the Agreement between the parties, when on August 28, 1961, it declared the following full time positions abolished; first shift — Switchtender Operator, Polk Junction, Pennsylvania — hours, 9:00 A. M. to 5:00 P. M., resulting in the improper displacement of Mr. O. Siekkinen.
2. Carrier, in the unilateral abolishment of Polk Junction on August 28, 1961, is causing a daily occurring violation of the Agreement by ordering employees represented by others than The Order of Railroad Telegraphers to perform services covered by our Agreement which is our work historically and right as specified in our Scope Rule.
3. The Carrier shall compensate O. Siekkinen, regular assigned relief position at Stoneboro, Pennsylvania, for 8 hours each day plus all deadhead time and expenses incurred under Article 13 of the Agreement beginning on August 28, 1961, on which date the Carrier abolished the position at Polk Junction, as shown in paragraph 1 hereof, until the violation is corrected.
4. The Carrier shall compensate Mr. R. M. Martz, extra Operator, for 8 hours each day, and if not available, the senior employee, extra in preference, of Seniority District No. 2, beginning on August 28, 1961, at Polk Junction, account employees not covered by our Agreement performing work and continuing each day until the violation is corrected.
5. That Mr. Siekkinen be restored to the position at Polk Junction and Mr. Recchio and Mr. Weison be restored to their former positions due to the improper displacement of Mr. Siekkinen, who exercised

his displacement rights by the unilateral abolishment at Polk Junction, but not the duties heretofore performed by him in accordance with Article 13 of the Agreement.

6. The Carrier had abolished the position and transferred the work to train crews who are not covered by the Agreement. The train crews are required to encroach recurrently upon Class CH duties as specified in the current Agreement, in that they (train crews) used the telephone for the transmittal of information and handled switches, normally and traditionally handled by the incumbent of the aforesaid position.

7. The right is reserved to examine the Carrier's records to determine the amount due each claimant.

EMPLOYEES' STATEMENT OF FACTS: This claim concerns violations that occurred at a location known as Polk Junction, which is on the Carrier's Oil City Division between Stoneboro and Sutton. At Polk Junction there is a section of the Carrier's line that goes toward Oil City. Trains proceeding eastwardly from Stoneboro and arriving at Polk Junction can continue on toward Sutton and Rose, or can go the other branch toward Oil City.

On August 25, 1961 the Carrier issued Bulletin No. 75, stating that effective 9:00 A. M., August 28, 1961, the position at Polk Junction would be abolished. At Polk Junction there were two switches which were handled by the operators at Polk Junction prior to it being abolished. Switch No. 1 handled the diversion of the traffic to Oil City or to Sutton, as the case might be. Switch No. 2 handled a siding at Polk Junction.

On Monday, August 28, 1961, Extra 5699 received Order No. 27 to run extra Stoneboro to Oil City and return to Franklin with instructions to call on phone at Polk Junction. On arrival at Polk Junction, the crew handled their own switches and reported clear of F&C branch to train dispatcher. The train dispatcher's train sheet would indicate the verification of this procedure. This train then proceeded to Oil City and returned to Franklin. It received orders at Franklin to move to Stoneboro with instructions to call the dispatcher at Polk Junction. Again the crew handled their own switches and reported clear of Oil City Branch.

On Tuesday, August 29th, Extra 1606 West received orders at Sutton, Pennsylvania to run extra Sutton to Polk Junction with instructions to call at Polk Junction. This train departed from Sutton around 9:00 A. M., and while this train was moving west to Polk Junction, Extra 5699 at Stoneboro was issued a train order to run extra Stoneboro to Oil City and return to Franklin with instructions to call on the phone at Polk Junction. Upon arrival and handling of his own switches, this train reported clear of the F&C Branch at 12:05 P. M. Extra 1606 west upon arrival was issued Train Order No. 31 to Conductor Carlson and completed at 1:26 P. M. with instructions to move on to Stoneboro. Later the same day, Extra 5699 received orders to move from Franklin to Stoneboro with instructions to call on phone at Polk Junction upon arrival at this location. When this train arrived at Polk Junction, the crew handled the switches and reported clear to the dispatcher and then moved to Stoneboro. The work of handling the train orders in these instances and the switches at Polk Junction had formerly been performed by the telegrapher assigned to the position at Polk Junction before the Carrier declared the position abolished.

OPINION OF BOARD: Because of decrease in work required at Polk Junction, Carrier abolished position of Switchtender-Operator Siekkinen. Siekkinen displaced Recchio and Recchio displaced Weison. Organization contends Carrier wrongfully abolished this position (Siekkinen) and permits train crewman to handle Telegrapher's duties. Claimants urge restoration of Siekkinen, Recchio, and Weison to their original position; compensation for Siekkinen for 8 hours each day plus deadhead time and expenses; and compensation for Martz (extra operator) for eight hours each day, or, if Martz be not available, the senior employe, extra in preference.

It is well established that Carrier has the inherent right to abolish positions and rearrange work thereof subject only to such limitation, expressed in the agreement, as may curtail or abridge that right (Award 12377 O'Gallagher). Therefore the only question before this Board is, "Did the train crewman have the right to handle switches and report instructions from Dispatcher?" This Board is bound by Awards 24, 26, 28, 29, 30, 36 and 37 of New York Central Special Board of Adjustment No. 137 which denied claims of a similar nature to claims involved in this matter.

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 21st day of October 1966.