

NATIONAL RAILROAD ADJUSTMENT BOARD**THIRD DIVISION**

Edward A. Lynch, Referee

PARTIES TO DISPUTE:**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)****SEABOARD AIR LINE RAILROAD COMPANY**

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

1. Carrier violated and continues to violate the Agreement between the parties when commencing June 18, 1962 it assigned the work of handling train orders at Raleigh Tower, North Carolina to others not covered by said Agreement.
2. Carrier shall be required to assign the work of handling train orders at Raleigh Tower to employes holding seniority under the Agreement between the parties.
3. Carrier shall be required to compensate the senior idle telegrapher (extra in preference) on Seniority District No. 2 in the amount of a day's pay (8 hours) on each day commencing June 18, 1962 and continuing thereafter on a day to day basis until the violation ceases.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective January 1, 1959, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Raleigh Tower, North Carolina, is located on the Raleigh Subdivision of the Virginia Division of the Carrier's lines which is the point where the Seaboard Air Line and Norfolk and Southern Railroads tracks cross. This crossing is interlocked. Approximately one-half of the floor space of the Raleigh Tower is occupied by the operator-levermen employed by the Norfolk and Southern Railroad and these levermen handle the crossing signals and switches contained in the interlocking plant. For a great number of years prior to February 1, 1959, the remaining approximately one-half of the floor space in the Raleigh Tower was occupied by telegraphers employed by the Seaboard Air Line Railroad (Respondent in this dispute). These telegraphers performed the work of handling train orders and other communications for the Seaboard Air Line Railroad. Prior to about September 1, 1958, there were three such telegrapher positions in the Raleigh Tower providing continuous train order and telegraph service. On or about September 1, 1958, Carrier abolished the second and third shift telegrapher positions at Raleigh Tower. On February

but simply provided a means, within the framework of the operating rules, by which the operator-leverman could properly hold southbound trains at Raleigh Tower in order for northbound trains moving against the current of traffic to safely reach that point.

OPINION OF BOARD: The facts in this case are not in dispute:

The claim is that the Carrier:

"Violated and continues to violate the Agreement when commencing June 18, 1962 it assigned the work of handling train orders at Raleigh Tower, North Carolina to others not covered by said Agreement."

Rule 24 of the applicable Agreement provides that:

"No employe other than covered by this schedule . . . will be permitted to handle train orders at telephone offices where an operator is employed and is available or can be promptly located . . ."

It is asserted by the Carrier that there is no operator employed at Raleigh Tower.

Three telegrapher positions had been established in Raleigh Tower to handle the train orders and other work incident to the double track operation. Second and third shift telegrapher positions were abolished September 1, 1958 and on February 1, 1959 the remaining Seaboard telegrapher position was abolished, leaving the tower manned solely by Norfolk Southern (levermen) employes.

In June of 1962, the Southern used its local freight No. 64 to perform switching service at industrial plants. Carrier states that in order to avoid delay on northbound trains it began to operate them over southbound main. It assigned the handling of the train orders and communication required in such an operation to the levermen at Raleigh Tower, who are employes of Norfolk Southern; not Seaboard Air Line.

Organization states Carrier thus deprived Seaboard Employes of their right to work.

Among the citations offered by or in behalf of the Carrier are several (Award Nos. 7154, 10442, 10604, 10605, 10606 and 10782) which it believes supports its position here.

We believe that the instant case is distinguished from those relied on by Carrier by the fact that the work here was assigned to employes of another Carrier.

Also cited is Award 4698, which is more in point, particularly its holding:

"That this latter (train order and block) work is work coming within the Scope of the Telegraphers' Agreement is fundamental. Clearly, then, Carrier could not assign the same to another craft."

That being so, it is also fundamental Carrier could not assign the work to employes of another Carrier.

We believe a sustaining Award is required.

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 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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 12th day of May 1967.