

Award No. 15716
Docket No. TE-14593

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Don Harr, Referee

PARTIES TO DISPUTE:

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

NORFOLK AND WESTERN RAILWAY COMPANY

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

1. Carrier violated and continues to violate the Agreement between the parties when, commencing at or about 4:00 P. M., December 26, 1962 it abolished the first, second, third and relief positions at "FK" Telegraph Office, Norfolk, Virginia, and transferred the work thereof to telegraphers located at Norfolk Southern Junction, South Norfolk (Chesapeake) Virginia, and in so doing, required clerks and other employes not covered by the Telegraphers' Agreement at Lamberts Point Yard Office, Norfolk, Virginia to report (OS) trains arriving and leaving Lamberts Point Yard, Norfolk, Virginia to said telegraphers at Norfolk Southern Junction, South Norfolk (Chesapeake), Virginia.
2. Carrier shall, because of the violations set out in paragraph one hereof, be required to compensate Telegraphers R. O. Smith, M. V. Cruz and R. W. Wharton, Jr., for eight (8) hours each at the "FK" Norfolk, Virginia, rate of pay for each and every day, three shifts per day, as long as said violations at Lamberts Point, Norfolk, Virginia continue.
3. Carrier shall, in addition to the foregoing, compensate Telegraphers C. E. Davis, H. F. Poindexter, Jr., G. P. Smith, H. E. Woody, C. K. Richardson, R. W. Wharton, Jr., W. O. Jones, A. G. Alford, R. O. Smith and M. V. Cruz, for any loss in earnings as a result of Carrier's violative acts, and further,
4. Carrier shall allow said telegraphers actual necessary expenses while used away from their regularly assigned positions.
5. Carrier shall forthwith establish the required number of positions at Lamberts Point Yard Office, consistent with maintaining around-the-clock service at that point, and, further,
6. Carrier shall allow a joint check of its records to determine any and all violations of the Telegraphers' Agreement.

messages and reports, including the information herein involved, by telephone to telegraphers in "NS" Junction Tower for relay to destination. Information as to train and engine numbers, consists, and arrival and departure times of passenger trains at the new passenger station at Lamberts Point is conveyed by telephone, messenger service and/or train conductors.

The Employees filed the following claim:

- "1. Carrier violated and continues to violate the Agreement between the parties when commencing at or about 4:00 P. M., December 26, 1962 it abolished the first, second, third and relief positions at 'FK' Telegraph Office, Norfolk, Virginia and transferred the work thereon to Telegraphers located at Norfolk Southern Junction, South Norfolk, (Chesapeake) Virginia and in so doing required Clerks and others, employees not covered by the Telegraphers' Agreement, at Lamberts Point Yard Office, Norfolk, Virginia to 'OS' (report) trains arriving and leaving Lamberts Point Yard, Norfolk, Virginia to said Telegraphers at Norfolk Southern Junction, South Norfolk, (Chesapeake) Virginia.
2. Carrier shall now be required to compensate Telegraphers R. O. Smith, M. V. Cruz and R. W. Wharton, Jr., for eight (8) hours each at the 'FK' Norfolk, Virginia rate of pay for each and every day, three shifts per day, as long as said violations at Lamberts Point, Norfolk, Virginia continue to exist.
3. Carrier shall further compensate Telegraphers C. E. Davis, H. F. Poindexter, Jr., G. P. Smith, H. E. Woody, C. K. Richardson, R. W. Wharton, Jr., W. O. Jones, A. G. Alford, R. O. Smith and M. V. Cruz for any loss in earnings as a result of its violative action and, further;
4. Carrier shall allow said Telegraphers actual necessary expenses while used away from their regularly assigned positions,
5. Carrier shall forthwith establish the required number of positions at Lamberts Point Yard Office, consistent with maintaining around-the-clock service at that point and further;
6. Carrier shall allow a joint check of its records to determine any and all violations of the Telegraphers' Agreement."

The Carrier declined the claim.

OPINION OF BOARD: The basic facts in this case are not in dispute. Prior to December 26, 1962, Carrier maintained a telegraph office, known as "FK" office, in the passenger station at Norfolk. Carrier operated coal piers at Lamberts Point, five miles east of the "FK" office. Carrier also maintained a telegraph office, known as the "NS" Junction Tower, located about seven miles west of Lamberts Point. Both of these telegraph offices were within the jurisdiction of the Norfolk Terminal.

Carrier demolished the passenger station at Norfolk and built a new station at a point near Lamberts Point. At the same time Carrier discontinued the "FK" telegraph office and retained the "NS" Junction Tower. Carrier states that effective December 26, 1962, the telegrapher positions at

"FK" office were abolished and the work transferred to telegraphers at "NS" Junction Tower.

Prior to the discontinuation of the "FK" office the Employees admit that information was delivered to telegraphers at "FK" office by Clerks and other personnel from Lamberts Point. "OS" reports were transmitted by these telegraphers to the train dispatcher.

The claim here consists of six parts. We do not need to consider these separately because we cannot find that telegraphers have been deprived of any work by the discontinuation of the "FK" office. The "OS"ing of trains is still being done by telegraphers at the "NS" Tower. The only change is that Clerks and other personnel now relay information from Lamberts Point to "NS" Tower rather than Lamberts Point to "FK" office.

The Employees rely on several prior Awards of this Board to support their position (particularly Award 10823). We cannot reconcile these Awards with the facts in this case.

The Employees also raise the fact that the issues discussed in Carrier's submission are not the same as those discussed on the property. We feel that this case was properly handled on the property and that Carrier correctly stated during the handling on the property that it saw no violation of the Agreement.

We will deny the claim.

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 30th day of June 1967.

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