

Award No. 19071
Docket No. CL-16753

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Robert M. O'Brien, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**
CENTRAL OF GEORGIA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-6118) that:

(1) The Carrier violated and continues to violate the rules of the Clerks' Agreement of December 1, 1956, as amended when, effective at 11:55 P. M. on December 11, 1965, it posted bulletins at Columbus, Georgia and Savannah, Georgia which had the effect of arbitrarily and unilaterally abolishing all position of telephone switchboard operators at those points and which had been occupied for many years by Telephone Switchboard Operators F. E. O'Mara, J. L. Hefferman and L. P. Williams at Savannah, Georgia, and F. M. Culver, M. A. Brooks and M. H. Jones at Columbus, Georgia, and turned all of the work heretofore performed for many years by these Telephone Switchboard Operators to the Microwave System, which is operated by employees not covered by the Clerks' Agreement, and that, therefore

(2) The above named employees; that is Telephone Switchboard Operators F. E. O'Mara, L. J. Hefferman and L. P. Williams at Savannah, Georgia, and F. M. Culver, M. A. Brooks and M. H. Jones at Columbus, Georgia, shall now be compensated at the rate of \$437.13 per month (subject to all subsequent wage adjustments) from December 11, 1965, or the dates their compensation ceased, and to continue thereafter until all of this work is restored to Telephone Switchboard Operators' performance, and/or employees covered by the Clerks' Agreement, and that

(3) The successors or successors in interest, if any, of the above named employees shall be compensated in like manner, and that

(4) The records of the Carrier shall be jointly checked with the General Chairman to determine the extent of reparation due each and every one of the above named or referred to employees.

EMPLOYEES' STATEMENT OF FACTS: December 11, 1965, a bulletin was posted at Columbus, Georgia and Savannah, Georgia terminating the employment of these employees as outlined therein, and copies of these bulletins,

A conference was held by Mr. Waters with General Chairman Clegg on February 14, 1966, and confirmation of same is by letter dated February 15, 1966 from Vice President Waters to the General Chairman. Copy of that letter is hereto attached marked CARRIER'S EXHIBIT 11.

The General Chairman next wrote Mr. L. G. Tolleson, Director of Personnel, Washington, D.C., who is the highest designated officer of carrier to whom claims such as this may be appealed. The General Chairman's letter was dated February 17, 1966, and same is hereto attached marked CARRIER'S EXHIBIT 12. It will be noted that the letter was received by Mr. Tolleson on February 19, 1966.

In another letter dated February 24, 1966, General Chairman Clegg accepted conference date for March 4, 1966, and listed for discussion in conference several matters, including the instant claim. In the conference held on March 4, 1966, Mr. Tolleson's representative informed General Chairman Clegg that the carrier was not in position to discuss the claim as the papers had not been received from Vice President Waters. CARRIER'S EXHIBIT 12, at the top left-hand corner of the first page, shows that Mr. Waters forwarded the papers on March 4, 1966 to Mr. Tolleson. It is an historical and normal practice for each and every dispute to be discussed in conference with the Director of Personnel or his representative, regardless of whether prior conferences at lower levels have taken place or not. To this day, the instant claim has never been discussed in conference with the Director of Personnel. The Brotherhood not having followed the usual and customary procedure in the instant case, it is Carrier's position that the claim is not properly before the Adjustment Board for adjudication and therefore should be dismissed.

Without prejudice to the foregoing exceptions, CARRIER'S EXHIBIT 13 is copy of letter written on April 4, 1966, by Director of Personnel L. G. Tolleson to General Chairman Clegg of the Brotherhood, denying the instant claim. That letter speaks for itself.

The foregoing shows that each and every carrier officer has denied this baseless claim at each and every stage of handling on the property within the 60-day requirements set forth in Rule 25, Time Limits. The claim is without any semblance of merit.

The rules and working conditions agreement between the parties is effective December 1, 1956, as amended. One of the controlling agreements is the Mediation Agreement of April 16, 1965. These agreements are on file with your Board.

(Exhibits not reproduced.)

OPINION OF BOARD. The claim herein originated with the abolishment by the Carrier of all telephone switchboard operator positions at Columbus, Ga., and Savannah, Ga. The Carrier has shown that a leased communications system, consisting of micro-wave transmission of voice communications and fully automatic Private Automatic Branch Exchange (PABX) equipment, permitting direct dialing between cities on the railway system encompassed within the Microwave System, replaced previously existing manually operated semi-automatic Private Exchange (PBX) equipment, and contends that when the changeover was made, effective December 12, 1965, the work previously

performed by the claimant PBX switchboard operators was completely eliminated due to the technological changes.

The claim alleges that the work previously performed by the telephone switchboard operators was turned over to employees not covered by the Clerks' Agreement.

A review of the record fails to show any evidence of a transfer of work to employees not covered by the Clerks' Agreement. The record shows that the Carrier installed what may be commonly referred to as a labor savings device, and this Board has repeatedly held that the installation of such devices does not violate the Scope Rules of Agreements. See Award 10600 and others cited therein. We will, therefore, deny the claim.

In view of our decision on the merits of the dispute, we will not pass upon other contentions raised by the Carrier.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 10th day of March 1972.