



Award No. 19114

Docket No. TE-13892

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION
EMPLOYES**

(Formerly The Order of Railroad Telegraphers)

ATLANTA AND WEST POINT RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atlanta and West Point Railroad, that:

1. Carrier violated and continues to violate the Agreement between the parties by requiring or permitting employes not covered by said Agreement at "J" Train Dispatchers Office at Atlanta, Georgia, to handle (receive, copy and deliver) telegraphic train delay reports and telegraphic Freight Train Performance Reports from various stations.

2. Carrier shall, commencing on May 19, 1961, and continuing until the violations outlined above are corrected, be required to compensate the senior idle telegrapher, extra in preference, on a day-to-day basis, one day's pay of eight (8) hours for each such day that said violations continue. Names of claimants to be determined by joint check of the Carrier's records.

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties, effective September 16, 1956, as supplemented and amended, is available to your Board and by this reference is made a part hereof.

"G" Relay Office is located in the Carrier's General Office Building at Atlanta, Georgia. The Carrier's Train Dispatchers Office is also located at Atlanta. The train dispatchers perform service for The Western Railway of Alabama and the Georgia Railroad, as well as for this Carrier.

There are two telegrapher positions in the "G" Office at Atlanta. The duties of the positions, among others, include the handling of all messages and/or communications addressed to Carrier officers located at Atlanta. Such communications (messages) are daily reports, car orders, furnishing of cars, ordering train reservations, delay reports of trains, instructions as to special handling of cars, records of cars, accident reports, quotations of freight and passenger rates, instructions to trains to pick up cars, record of cars picked up by trains, receiving of train consists, receiving of interchange reports of

extra in preference, account Carrier allegedly violating the agreement. These claims were declined, progressed in the usual and normal manner through the channels on the property, and are now before you.

(Exhibits not reproduced.)

OPINION OF BOARD: The respondent Carrier, Atlanta and West Point Railroad Company, is one of three railroads — the other two being: The Western Railway of Alabama and The Georgia Railroad — each a separate legal entity, but operated under a common management having its headquarters in a general office building in Atlanta, Georgia.

The involved agreement, which was effective September 16, 1956, covers in a single collective bargaining unit telegraphers employed by respondent and the Western Railway of Alabama. Employees under this agreement are placed on a single seniority roster; but, when working on respondent railroad or The Western Railway of Alabama are administratively considered employees of the Railroad on which they are working. There is one general chairman representing both properties. The agreement was executed on behalf of both railroads by "Marshall L. Bowie, Director of Personnel."

The Georgia Railroad has its own telegraphers' agreement, with its own general chairman.

Located in the general office building is a dispatchers' office which exercises the functions of such an office over the trackage of all three corporate entities. In effect the three railroads are managed and operated as one.

Also, in the general office building a telegraph office has been maintained for many years. Known as "G" office it is a two-shift operation: One shift from 8:00 A.M. to 4:00 P.M., another from 4:00 P.M. to 12:00 midnight. By agreement between the telegraphers employed by respondent and those employed by Georgia Railroad, the first trick is filled by an employee of the Georgia Railroad and the second trick by an employee of respondent. Reserved to the operators occupying those positions is all communication work to and from the general office which by application and interpretation of the rules agreement is exclusively vested in telegraphers.

For a number of years it had been the practice that after operators at Atlanta, Montgomery and Augusta had communicated Delay and Freight Train Performance Reports to the train dispatcher via telephone they would thereafter repeat same through medium of telegrams to the chief dispatcher or assistant superintendent. The telegrams were received and handled by the telegrapher on duty in "G" office. On May 19, 1961, the Assistant Superintendent issued the following instructions:

Effective immediately and until further advised operators may discontinue sending telegraphic delay reports to this office. They must however continue to furnish complete delay reports as filed by conductors to train dispatchers for recording on train sheets. Joint X 202.

and on June 21, 1961, he promulgated the following bulletin addressed to Augusta, Camak and Montgomery, with copy to the Atlanta Joint Terminals:

Effective at 12:01 A.M., Sunday, June 25, 1961, present telegraphic performance reports covering freight train operation will be discontinued. Instead, operators will arrange to furnish this information to train dispatchers by telephone or telegraph and dispatchers will prepare attached reports from information furnished and turn into this office for reproduction and distribution.

Required information should be furnished train dispatchers as soon as possible after departure of train or trains.

Please arrange to instruct operators at your terminals accordingly.

It is the contention of petitioner that: (1) the receipt and handling of the telegrams was work exclusively reserved to telegraphers; and (2) the instructions transferred the work to dispatchers in violation of telegrapher's agreement — Award No. 998, involving the same parties as herein, is cited in support.

Prior to the instructions taking effect the dispatcher upon receipt of the telephoned transmittal of the messages from operators on the line would incorporate the information in his written reports. This was a practice of long standing. Therefore, its continuance cannot be said to be violative of the telegrapher's agreement.

The issue is whether Carrier's discontinuance of the former procedure of confirming telephoned messages to the dispatcher by telegram to the chief dispatcher or assistant superintendent resulted in a transfer of work — receipt of communications at "G" office — exclusively reserved to telegraphers to dispatchers in violation of telegraphers' agreement. The evidence in the record does not support an affirmative finding.

Award No. 998 is distinguishable. In that case Carrier abolished the second trick telegrapher position in "G" office and bulletined that "Any telegraphing required during the time this office is closed will be handled by trick train dispatcher, "J" office, Atlanta." The Board found that work of the abolished position, exclusively reserved to telegraphers, was transferred to another craft in violation of telegraphers' agreement. In the instant case no work performed by the telegraphers at "G" office was transferred to dispatchers — historically the dispatcher in the general office has always received messages, such as here involved, directly from on line operators — not through "G" office — via telephone and incorporated the messages in written reports that he was required to compile.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION**

**ATTEST: E. A. Killeen
Executive Secretary**

Dated at Chicago, Illinois, this 12th day of April 1972.