

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D. C. 20036/AREA CODE: 202-659-9320

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T. F. STRUNCK, Administrator of Disputes Committees

April 1, 1975

Mr. Milton Friedman
850 Seventh Avenue
New York, New York 10019

Dr. Murray M. Rohman
Professor of Industrial Relations
Texas Christian University
Fort Worth, Texas 76129

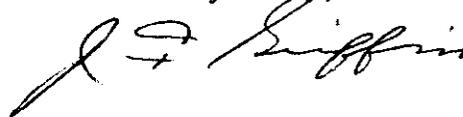
Mr. Nicholas H. Zumas
1990 M Street, N. W.
Washington, D. C. 20036

Gentlemen:

This will supplement our previous letters with which we forwarded to you copies of Awards of Special Board of Adjustment No. 605 established by Article VII of the February 7, 1965 Agreement.

There is attached copy of Award No. 390, Case No. CL-22-SE, dated March 28, 1975, rendered by Special Board of Adjustment No. 605.

Yours very truly,



cc: Chairman - Employees' National Conference Committee (10)

Messrs.

C. L. Dennis (2)
C. J. Chamberlain (2)
H. C. Crotty (2)
R. W. Smith (2)
E. J. Neal (2)
S. G. Bishop (2)
M. B. Frye (2)

W. W. Altus (2)
J. J. Berta (2)
Lester Schoene Esquire (2)
R. K. Quinn, Jr. (3)
W. F. Euker
T. F. Strunck

SPECIAL BOARD OF ADJUSTMENT No. 605

PARTIES) Louisville and Nashville Railroad Company
TO THE)
DISPUTE) Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

QUESTIONS
AT ISSUE:

(1) Did the Louisville and Nashville Railroad Company fail to comply with the provisions of the Agreement of May, 1936, Washington, D.C., when without an Agreement it effected a coordination of its facilities at East End Avenue and Lewis Street Tower, Chattanooga, Tennessee, with C. T. Tower of the Southern Railway System, Chattanooga, Tennessee, commencing October 5, 1972?

(2) If the answer to Question No. 1 is in the affirmative, should the Carrier be required to restore the positions at East End Avenue and Lewis Street Tower, Chattanooga, Tennessee, pending the issuance of proper notice to the interested parties as provided in Section 4 of the Agreement, and Agreement between the parties?

(3) If the answer to Question 1 is in the affirmative, shall Carrier be required, commencing October 5, 1972 and continuing thereafter until the violation ceases, pay the equivalent of a day's pay (eight hours) in each twenty-four hour period to each of the six senior idle employees, extra in preference, on the seniority district?

OPINION
OF BOARD:

Since early in the century Carrier has handled work for Southern Railway (or its predecessors) in L&N towers at Chattanooga, Tennessee. Eventually the bulk of the work being performed by L&N employees was on Southern's account. One aspect of L&N work was controlling the movement of Southern trains crossing over L&N's main line.

In recent years substantial changes occurred in the Chattanooga area. In connection with the discontinuance of passenger service, with grade crossing elimination, and with the takeover of railroad property for urban renewal and highway construction, both Southern and L&N were obliged to reroute trackage. Two towers operated by L&N were abandoned, as was one by Southern. Where previously Southern trains had crossed L&N's main line, now L&N was required to obtain permission to have its main line cross Southern's.

Southern built a new facility in the area, CT Tower. CT Tower, manned by Southern employees, took over all the Southern work which had previously been handled for it by operators at the L&N towers; there is no question about Southern's right to take back its own work. CT Tower now also controls the movement of L&N trains crossing Southern tracks.

Coincident with these developments, CTC which had been installed on L&N's new tracks was being handled by an L&N train dispatcher in Dalton, Georgia, further eliminating need for tower employees. Some of the L&N signals and switches which had been controlled by operators at Carrier's Lewis Tower were removed altogether or became hand-controlled.

None of the work belonging to Carrier was taken over by Southern. The new crossover of Southern tracks by L&N is not the same work as had existed when Southern crossed the L&N tracks in a different location. No agreement on coordination of facilities or operations was involved or necessary for Southern to control the movement of L&N trains crossing over Southern's tracks.

A coordination under the Washington Agreement is defined as joint action of two Carriers to consolidate or merge facilities or operations previously performed by them in separate facilities. However, the record is barren of a showing that any L&N work which survived the substantial physical changes made in Chattanooga is now being performed by Southern employees at CT Tower. Without such evidence a basic condition required to establish a coordination does not exist. What has occurred is that Carrier abandoned its towers, and its own work is performed in other ways by its own personnel.

AWARD No. 390
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Installation of a new tower by Southern, which brought its work, formerly performed by L&N, into that tower was not the result of a coordination. It was not a consolidation or merger of their separate facilities, or of operations they previously performed in separate facilities. Awards of the Section 13 Committee, such as Docket No. 61, make clear that a taking back of work is not a coordination under the Washington Agreement: "Neither the language nor the purpose of the Agreement governs the abolition of tasks by one carrier and their resumption by carriers for which they were being performed." Abandonment of towers by one carrier and construction of towers in the area by another carrier is not, ipso facto, evidence of coordination under the Washington Agreement, and any specific evidence which would establish a coordination is absent from the record.

Under the factual circumstances of this case, the claim cannot be sustained.

AWARD

The Answer to Question No. 1 is No.


Milton Friedman, Neutral Member

Dated: New York, N.Y.
March 28, 1975

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PARTIES) Louisville and Nashville Railroad Company
TO THE)
DISPUTE) Brotherhood of Railway and Steamship Clerks,
Freight Handlers, Express and Station Employees

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