

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19594
Docket Number TE-19646

Alfred H. Brent, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Formerly Transportation-Communication Division, BRAC)

PARTIES TO DISPUTE: (

(The Denver and Rio Grande Western Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Division, BRAC, on the Denver & Rio Grande Western Railroad Company, K-5848, that:

1. Carrier violated the Agreement when, effective 12:01 PM Tuesday, March 2, 1971, it abolished the positions of first, second, third, and relief Telephoners-Towerman, South Denver Tower, Denver, Colorado, and transferred the work of operating the signals and switches comprising such interlocking installation, formerly performed by the aforementioned employees to other employees not covered by the Telegraphers' Agreement, namely train dispatchers.

2. Carrier shall, effective March 2, 1971, compensate the senior idle telegrapher (extra in preference) on the Colorado Division, eight hours' pay at the pro rata rate paid at South Denver Tower, for each shift three (3) shifts per day, seven days per week, until the work formerly performed by Telephoners-Towerman at South Denver Tower and now being performed by train dispatchers, is returned to employees covered by the Telegraphers' Agreement.

3. Carrier shall return the work of operating signals and switches comprising South Denver Interlocker to employees covered by the Telegraphers' Agreement.

OPINION OF BOARD: The Organization claims that the Carrier violated the terms of the agreement between the parties when the Carrier abolished the South Denver Tower and transferred the work to the CTC Board in Denver, which is under the control of the Train Dispatchers. The Organization also claims that the subject of this dispute is identical to and should be considered with Docket TE-18980, which involves the abolishment of the work of the Towermen at the Pueblo Junction Tower and the transfer of the work to the CTC Board in Denver, where the work is performed by Train Dispatchers. Docket TE-18980 will be heard separately.

This Board is limited to the review of the facts and arguments raised by the Parties when the matter was handled on the property. In this case the Organization never raised the question of the violation of the 1943 Special Agreement between the parties (Supplement A) during the handling on the property, yet in its presentation to this Board, the Organization argued, "In other words we base our claim to this work by the terms of the Special Agreement (Supplement A)"....

The **claim that** this special agreement was violated cannot be considered by this **Board** as it is not properly before us. The claim **that** the Scope **Rule** of the Agreement was violated is properly before us, but it is not supported by the evidence. This Board has held that the Carrier has the right to abolish a position listed in the wage **scale** or scope rule and to assign to other crafts the remaining work that is not exclusively telegraphers' work. **See** Award #9344 (Begley), #11120 (Dolnick), #12484 (Sempliner), 812695 (Hamilton). Award 12757 (Seff) is particularly pertinent. In this case the telegraph work **decreased** and the position of clerk-telegrapher was abolished... "This **Board** has **consistently** held in many **cases** that **when** a position has been abolished, as **here**, and the remaining duties, **sometimes** performed by **tele-**graphers, are of cleric:11 nature, it cannot be said that such clerical duties **belong exclusively** to the telegraphers. nor does the Scope Rule contain any such practice, **where** the **major** duties have been abolished and those remaining are of a clerical nature."

In the **instant case**, after the duties of the **Towermen** in South Denver have been abolished, the remaining work can be performed by moving certain levers on the **existing CTC Board** at Denver, which has been operated by and continues to be operated by the **Train Dispatchers**.

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.

A W A R D

Claim denied

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

Dated at Chicago, Illinois, this 14th day of February 1973.