

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

A. Langley Coffey, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
THE CHESAPEAKE & OHIO RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chesapeake & Ohio Railway Company,

(a) that the Carrier violated the Scope Rule of the Telegraphers' Agreement when, on June 16, 1948, it permitted or required the conductor of Shifter 1487, an employe not under the Telegraphers' Agreement, to receive and copy train order No. 28 by telephone at Tram, Kentucky, a point where no telegrapher was employed; and

(b) that as a consequence the Carrier shall pay the senior extra telegrapher idle on the district on that day, a day's pay of eight hours at the minimum telegrapher rate for this work of which he was thus deprived.

EMPLOYEES' STATEMENT OF FACTS: An agreement bearing date October 16, 1947, as to rates of pay and rules of working conditions is in effect between the parties to this dispute.

On June 16, 1948, at 5:49 A.M., conductor Martin of shifter 1487, an employe not under the Telegraphers' Agreement, received and copied train order No. 28 by telephone at Tram, Kentucky, and delivered a copy of same to the engineer of his train.

Tram is a blind siding, a point where no telegrapher is employed.

Claim was filed for a day's pay for the senior idle available extra employe for this day who was thus deprived of this work. The Carrier declined the claim.

POSITION OF EMPLOYEES: The Scope Rule of the Telegraphers' Agreement which embraces telegraphers and telephoners and the work performed by them in those classes of employment, is invoked in this dispute.

Rule 9 of the Telegraphers' Agreement, providing as follows, is also invoked on this dispute:

"Rule 9, Emergency or Irregular Service. Extra employes called for temporary duties (not filling regular tricks), will be paid for the time worked at the schedule rate, based on the average on that district for the class of service performed. Not less than eight hours' pay will be allowed for each twenty-four hour period so held. Time consumed in traveling will be paid for in accordance with Rule 7.

(Exhibits not reproduced.)

OPINION OF BOARD: The principles involved in this claim with respect to governing rules are identical with those in Award 5079, and there appearing no material distinguishing facts of record, the Board holds that the agreement was not violated at the time, place and under the facts and circumstances of record, and the claim should be denied.

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 Employes involved in this dispute are respectively Carrier and Employes 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 facts of record do not disclose a violation of the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 26th day of October, 1950.