

Award No. 11321
Docket No. TE-10349

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chesapeake and Ohio Railway (Southern District) that:

1. Carrier violated the agreement between the parties when on February 22, 1957 and May 30, 1957 (both holidays) it did not call Agent-Operator J. M. Adams to perform the work of his position at Royalton, Kentucky and transferred the work to another station.
2. Carrier shall compensate J. M. Adams for a call of three hours at the time and one-half rate on each of the dates mentioned above.

EMPLOYEES' STATEMENT OF FACTS: The agreement between the parties are available to your Board and by this reference are made a part hereof.

Royalton, Kentucky is a station located on this Carrier's lines. There is one position covered by the Agreement at this station, that of Agent-Operator, with assigned hours 8:30 A. M. to 5:30 P. M. (one hour meal period) and assigned rest days of Saturdays and Sundays, position not filled on rest days. J. M. Adams is the regularly assigned incumbent of the position at this one-man station and prior to February 22, 1957 had performed all the work accruing to the station on all work days including holidays.

On Friday (a workday of the position), February 22, 1957, Washington's Birthday, and again on Thursday (a workday of the position), May 30, 1957, Decoration Day, the Carrier did not use Claimant Adams to perform the work of his assignment and transferred the work thereof to another station, Paintsville, Kentucky, about 20 miles distant. The work transferred was the handling of the mine reports. The second trick operator at Paintsville was instructed by Chief Train Dispatcher M. S. Clay to protect the mine reports

All data contained in this submission have been discussed in conference or by correspondence with the Employe representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a dispute between the General Committee of The Order of Railroad Telegraphers and the Chesapeake and Ohio Railway (Southern District). Claimant, J. M. Adams was agent-operator at Royalton, Kentucky, a one man station. Claimant is assigned 8:00 A. M. to 5:00 P. M. Monday through Friday. The position is not worked on Saturday and Sunday. The Claimant performed the customary station or agency work occurring at Royalton. The Claimant also received and relayed telephone reports of cars loaded with coal and empty coal cars ordered from two mines. The Claimant received this information from mine personnel and relayed it by telephone to the car distributor at Shelby, Kentucky. There is no evidence that cars supplied to, or loaded from, the mines were handled through Royalton Agency accounts. Petitioner contends that on the dates in question, when personnel of the mine telephoned the agent-operator at Paintsville and placed their order for cars, the agreement was violated. They contend that this was work which belonged to the agent-operator at Royalton and that therefore the Claimant was entitled to be called on the dates in question.

The work of handling these messages concerning cars to the mines was not work that belonged to the Royalton station. The work was channeled through that agency simply for the reason that it was most convenient. There is no evidence in the record that these cars were handled through the Royalton agency accounts.

This dispute is similar to the one in 6409 wherein they held that:

“Actually the claim involves the receipt at another office of the Carrier of a telephone request for cars by a shipper. On the evidence presented, we are unable to say that receiving orders for cars from shippers in the area is an exclusive function of the station agent. No agreement or rule makes it so and the evidence as to practice is to the contrary. Hence the claim is without merit.”

There is no evidence, such as revenue billing, which would establish that this work belongs to the Royalton station.

Therefore, we hold that the handling of the messages was not work which belonged to the Royalton Station. It was therefore the prerogative of the Carrier to request the shipper to call Paintsville.

For the foregoing reasons we do not believe the agreement was violated.

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 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 Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of April 1963.