

Award No. 11509
Docket No. TE-9530

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur Stark, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

NORFOLK SOUTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Norfolk Southern Railway that:

1. Article 1 and other rules of the Telegraphers' Agreement were violated when and because the Carrier permitted or required:

(a) The (star) Agent at NORMAN, N. C., which position is reclassified as a non-telegraph, non-telephone agency, to receive (copy) one message and transmit another by commercial telephone on the date of February 16, 1956.

(b) The (star) Agent at MIDDLESEX, N. C., which position is classified as a non-telegraph, non-telephone agency, to transmit a message by commercial telephone on the date of March 12, 1956.

(c) The (star) Agent at GLENDON, N. C., which position is classified as a non-telegraph, non-telephone agency, to transmit a message over dispatcher's telephone on the date of March 9, 1956.

(d) To transmit a message over dispatcher's telephone on the date of April 2, 1956.

(e) To transmit a message over dispatcher's telephone on the date of March 21, 1956.

(f) To transmit a message over dispatcher's telephone on the date of April 6, 1956.

(g) To receive (copy) a message over the dispatcher's telephone on the date of April 9, 1956.

(h) To transmit a message over dispatcher's telephone on the date of April 10, 1956.

(i) To transmit a message over dispatcher's telephone on the date of April 13, 1956, and

(j) To transmit a message over dispatcher's telephone on the date of April 16, 1956.

(k) The (star) Agent at PARKWOOD, N.C. (formerly Hallison, N.C.) which position is classified as a non-telegraph, non-telephone agency, to transmit a message over dispatcher's telephone on the date of March 26, 1956.

(l) The (star) Agent at BAYBORO, N.C., which position is classified as a non-telegraph, non-telephone agency, to transmit a message by commercial telephone on the date of April 10, 1956.

(m) The section foreman at McCULLERS, N.C., to transmit a message over dispatcher's telephone on the date of May 9, 1956, and

(n) To transmit another message over the dispatcher's telephone on the date of May 17, 1956.

(o) The section foreman at VANCEBORO, N.C., to transmit a message over the dispatcher's telephone on the date of May 3, 1956, and

(p) To transmit a message over the dispatcher's telephone on the date of May 31, 1956.

(q) The (star) Agent at KNIGHTDALE, N.C., which position is classified as a non-telegraph, non-telephone agency, to transmit a message by commercial telephone on the date of June 8, 1956.

2. The Carrier shall now be required to compensate a senior idle operator, extra in preference, a day's pay for each date at each point specified because of such violative action.

EMPLOYES' STATEMENT OF FACTS: The basic agreement between the parties bears the effective date of August 1, 1937, with amendments from time to time thereafter. All reference to the agreement will bear on rules or rates of pay currently effective unless otherwise noted.

Norman, North Carolina, is situated on the Carrier's Star-Candor-Ellerbe branch of its Western District, approximately 102 miles southwest of Raleigh, N.C.

Middlesex, N.C., is located on the main line 30 miles east of Raleigh.

Glendon, N.C., is on the main line, 61 miles west from Raleigh.

Parkwood (formerly Hallison) N.C., is a main line point 66 miles west of Raleigh.

Bayboro, N.C., is on a branch spurring off the main line at Marsden (100 miles east of Raleigh) and is 46 miles out from Marsden.

All of the data contained herein has been discussed with the employee representatives, either in conference or by correspondence, and/or is known and available to them.

For the reasons hereinbefore stated, respondent carrier holds that the claim is without contractual basis or merit, is contrary to long recognized, accepted and acquiesced-in practice, and that the claim should be denied. We urge that your honorable board so hold.

(Exhibits not reproduced.)

OPINION OF BOARD: In Awards 9572, 9573, 10825 and 10836, involving the same parties, this Board held that the use of telephones by star agents in similar situations did not violate the Agreement.

Also, in Awards 10825 and 10836 it was held that the use of telephones by section foremen in situations similar to those involved in parts (m), (n), (o) and (p) of the claim, was not in violation of the Agreement.

Those prior awards are governing in the present dispute, and the claim will 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 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of June 1963.