

**Award No. 11611**  
**Docket No. TE-10591**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**

Charles W. Webster, 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. The Carrier violated the Agreement between the parties when it failed to remove the wires from the Vanceboro, North Carolina station, and permitted or required messages to be transmitted from this station by the star (non-telegraph, non-telephone) agent and others on the following dates:

May 6, 11, 13, 15, 21, 27, 28, 30;  
June 5, 6, 7, 13, 14, 18, 20, 24, 25, 27, 28;  
July 3, 5, 8, 10, 11, 17, 18, 22, 25, 26, 27;  
August 1, 2, 5, 6, 9, 12, 13, 15, 16;  
September 7, 11, 12, 13, 18, 19, 28;  
October 3, 4, 7, 9, 10, 11, 12, 14, 16, 17, 22, 25, 26, 28, 31;  
November 6, 8, 14, 20, 21, 23, 27, 1957;  
January 3, 4, 9, 10, 11, 13, 17, 20, 21, 23, 27, 28, 29, 30;  
February 5, 11, 12, 13, 21, 1958.

2. The Carrier shall now be required to compensate the senior idle operator extra in preference, a day's pay for each day messages were handled at this point.

3. The Vanceboro agency shall be reclassified to that of agent-operator, effective May 6, 1957, in accordance with paragraph (a) of Article 13 of the Agreement, and continuing until such time as the wires are removed as provided for in Article 13(b).

**EMPLOYES' STATEMENT OF FACTS:** Carrier's main line extends westward from Norfolk, Virginia to Charlotte, North Carolina, a distance of 381 miles. Marsden, North Carolina is located 127 miles west of Norfolk. At Marsden the New Bern-Bayboro branch spurs southward for 45 miles. Vanceboro is situated 15 miles south of Marsden.

The currently effective Agreement as of August 1, 1937 lists an agent-operator's position at Vanceboro as per the following:

purports to be a specification of work reserved exclusively to telegraphers, and in such cases your Board has held that to determine where the parties have placed themselves by their agreement we must look to tradition, historical custom and practice; much practice as has existed on this railroad over a long period of years is set forth and substantiated in Carrier's Exhibits "A" and "B". The petitioners have brought this case to your Division and the burden of proof is upon them to prove violative action.

Also, the petitioners have over a long period of years most strongly urged and relied upon a yardstick to determine what work actually belongs to their craft under the agreement, and that such yardstick is that the transmission or receipt of the information must conform to the specification of being a "message of record". Respondent submits that the oral information transmitted to or from the agent at Vanceboro to or from the Dispatcher at Raleigh was not a matter of record.

The dictionary defines records as being in general written accounts of facts or events; respondent submits that a record is something that is kept for future reference, preserved for future reference or use. These oral transmissions of information as to cars ready for movement or the ordering of cars for placement while possibly reduced to writing on a memorandum do not become a matter of record and as soon as the Chief Dispatcher arranges for the cars to be moved to the station for loading, or lines up the cars from that station for movement, such information is of no longer any use, and all of this is done within a very short time after the transmission and receipt of this oral information. Therefore, by petitioners' own yardstick the complained of actions do not come within the qualification of a message of record.

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

This submission is being made under the provisions of the motion of the Third Division adopted November 26, 1957, effective January 1, 1958, and carrier reserves to itself all the rights granted under said motion, and to make such further answer and/or rebuttal to the petitioners' submission when received, and or any additional statements or briefs filed by petitioners in connection with this claim.

(Exhibits not reproduced.)

**OPINION OF BOARD:** In Awards 9572, 9573, 10825, 10836 and 11509 which involved these same parties, this Board held that the use of the telephone in similar circumstances by star agents was not a violation of the agreement.

These prior awards govern in this case and a denial award is in order.

**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 12th day of July 1963.