

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad that:

1(a) On July 1, 1958, it required or permitted Trainmaster Selph, an official, to transmit a message by use of telephone from Shubuta, Mississippi at a time when the Agent-Telegrapher was off duty.

(b) Carrier shall compensate H. Beeman, Agent-Telegrapher at Shubuta, in the amount of a minimum call payment.

2(a) On August 11, 1958, it required or permitted a Trainmaster at Artesia Yard and a clerk at Tuscaloosa Yard, neither covered by the agreement, to transmit and receive messages by use of telephone.

(b) Carrier shall compensate W. L. Adams, senior idle telegrapher, in the amount of a day's pay.

3(a) On August 26, 1958, it required or permitted a clerk in the General Offices at Mobile, Alabama and a clerk at Okolona, Mississippi, neither covered by the agreement, to transmit and receive messages by use of telephone.

(b) Carrier shall compensate J. A. Pilkinton, senior idle telegrapher, in the amount of a day's pay and compensate the occupant of the first trick telegrapher position at Okolona in the amount of a minimum call payment.

4(a) On September 8, 1958, it required or permitted a clerk in the General Offices at Mobile, Alabama and a clerk at Artesia Yard, neither covered by the agreement, to transmit and receive messages by use of telephone.

(b) Carrier shall compensate W. L. Adams, senior idle telegrapher, in the amount of a day's pay.

5(a) On September 8, 1958, it required or permitted a clerk at Okolona, Mississippi and the Ticket Agent at Mobile, Alabama, to transmit and receive messages by use of telephone.

(b) Carrier shall compensate W. L. Adams, senior idle telegrapher, in the amount of a day's pay.

6(a) On September 10, 1958, it required or permitted a clerk in the General Offices at Mobile, Alabama and a clerk at Okolona, Mississippi, neither covered by the agreement, to transmit and receive messages by use of telephone.

(b) Carrier shall compensate J. A. Pilkinton, senior idle telegrapher, in the amount of a day's pay.

7(a) On November 6, 1958, it required or permitted a Chief Clerk at Jackson, Mississippi and a Trainmaster at Okolona, Mississippi, neither covered by the agreement, to transmit and receive messages by use of telephone.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, on the seniority district, in the amount of a day's pay and E. E. Sedberry, telegrapher at Okolona in the amount of a minimum call payment.

8(a) On November 15, 1958, it required or permitted a Chief Clerk at Jackson, Mississippi and a Trainmaster at Okolona, Mississippi, neither covered by the agreement, to transmit and receive messages by use of telephone.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, on the seniority district, in the amount of a day's pay and E. E. Sedberry, telegrapher at Okolona, in the amount of a minimum call payment.

9(a) On November 15, 1958, it required or permitted the Chief Train Dispatcher at Murphysboro, Illinois, not covered by the agreement, to transmit a message by use of telephone.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, on the seniority district, in the amount of a day's pay.

10(a) On January 29, 1959, it required or permitted a Yard Clerk at Tamms, Illinois, not covered by the agreement, to transmit a message by use of telephone to the train dispatcher at a time when the Agent-Telegrapher was off duty.

(b) Carrier shall compensate K. A. Simon, Agent-Telegrapher at Tamms, in the amount of a minimum call payment.

11(a) On November 28, 1958, it required or permitted a clerk at Okolona, Mississippi, to transmit a message to Artesia, Mississippi by use of telephone.

(b) Carrier shall compensate E. E. Sedberry, telegrapher at Okolona, in the amount of a minimum call payment.

12(a) On October 3, 1958, it required or permitted Section Foreman at Elrod, Alabama, to transmit a message by use of telephone to the train dispatcher.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, on the seniority district, in the amount of a day's pay.

13(a) On October 27, 1958, it required or permitted a clerk at Montgomery, Alabama and a Trainmaster at Artesia, Mississippi to transmit and receive messages by use of telephone.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, on the seniority district in the amount of a day's pay.

14(a) On December 9, 1958, it required or permitted a Section Foreman at Booth, Alabama to transmit a message by use of telephone at the train dispatcher.

(b) Carrier shall compensate J. A. Pilkinton, senior idle telegrapher in the amount of a day's pay.

15(a) On October 29, 1958, it required or permitted Engineer Ball and the Trainmaster at Artesia to transmit and receive messages by use of telephone.

(b) Carrier shall compensate the senior idle telegrapher, extra in preference, on the seniority district, in the amount of a day's pay.

16(a) On December 14, 1958, it required or permitted a Section Foreman at Reform, Alabama to transmit a message by use of telephone to the train dispatcher, at a time when the Agent-Telegrapher was off duty.

(b) Carrier shall compensate J. R. Burkhalter, Agent-Telegrapher at Reform, in the amount of a minimum call payment.

17(a) On December 22, 1958, it required or permitted Merchandise Manager (an official) at Mobile, Alabama to transmit a message to Okolona, Mississippi by use of telephone.

(b) Carrier shall compensate W. L. Adams, senior idle telegrapher in the amount of a day's pay.

18(a) On February 2, 1959, it required or permitted the General Freight Traffic Manager (an official) at Mobile, Alabama and the Trainmaster at Artesia, Mississippi to transmit and receive messages by use of telephone.

(b) Carrier shall compensate W. L. Adams, senior idle telegrapher, in the amount of a day's pay.

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

The cases listed above in the Statement of Claim are all violations of the Scope Rule of the Agreement and are what may be generally termed com-

telegraphers using the telephone has by innumerable incidents been well established and is a matter of common knowledge among the negotiators of the contract. An intent to change such common and accepted practices can only be accomplished through clear and specific provisions of the agreement, which are totally absent in this case.

The claims as presented herein are totally without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: In this dispute 18 claims are presented by the Organization alleging that employes outside the telegraphers craft were transmitting messages reserved to them by their Scope Rule. These messages originated by phone from stations operated by the Carrier.

Claim No. 1 arose at Shubuta, Mississippi, while the agent-telegrapher was off duty. The trainmaster transmitted the "tie-up" of a work extra to the train dispatcher on the dispatcher's telephone circuit. The report made by the trainmaster relinquished the work order and established the quitting time of the crew. The claim asked for an additional payment of two hours to the Agent-telegrapher.

We are of the opinion that Claim No. 1 concerned itself with the operation of trains and was work belonging to the operator employed at the station but not on duty. See Award 10823.

We are further of the opinion that claims numbered from 2 to 18 inclusive did not violate the Agreement as their subject matter did not concern the operation of trains. See Award 11730.

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 Agreement was violated with respect to Claim No. 1; and there was no further violation of the Agreement.

AWARD

Claim No. 1 sustained.

Claim Nos. 2 to 18 inclusive denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 14th day of January 1964.