

**Award No. 12097**  
**Docket No. TE-10945**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

John H. Dorsey, Referee

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**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) At Corinth, Mississippi on December 21, 1957 and each day thereafter an official or clerk in the Terminal Trainmaster's Office transmits the "On Hand" report and other messages to Murphysboro.

(b) Carrier shall compensate the senior idle telegrapher on the seniority district, extra in preference, in the amount of a day's pay on each day commencing on December 21, 1957 and continuing thereafter until the violation is corrected.

2. (a) At Artesia Yard, Mississippi on January 6, 1958, Clerk Dawkins transmitted a message to Jackson, Tennessee.

(b) Carrier shall compensate J. A. Pilkinton, senior idle telegrapher, in the amount of a day's pay for January 6, 1958.

3. (a) At Iselin, Tennessee on January 21, 1958, Assistant Trainmaster A. Milam received, copied and delivered a message.

(b) Carrier shall compensate C. W. Armstrong, first trick telegrapher at Iselin, in the amount of a minimum call payment.

4. (a) At Stonewall, Mississippi on January 21, 1958, Supervisor A. E. Plunk transmitted a message to Mobile, Alabama.

(b) Carrier shall compensate the senior idle telegrapher on the seniority district, extra in preference, in the amount of a day's pay for January 21, 1958.

5. (a) At Mobile, Alabama General Offices on January 21, 1958, a stenographer received, copied and delivered a message.

(b) Carrier shall compensate the senior idle telegrapher on the seniority district, extra in preference, in the amount of a day's pay for January 21, 1958.

6. (a) At Dyer, Tennessee on January 26, 1958, Trainmaster H. C. Sullivan transmitted a message to Murphysboro.

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

7. (a) At Bethel Springs, Tennessee on January 28, 1958, Division Superintendent W. H. Forlines transmitted a message to Jackson, Tennessee.

(b) Carrier shall compensate the senior idle telegrapher on the seniority district, extra in preference, in the amount of a day's pay for January 28, 1958.

8. (a) At Jackson, Tennessee on January 28, 1958, Clerk J. Partin received, copied and delivered a message.

(b) Carrier shall compensate E. H. Key, Telegrapher at Jackson in the amount of a minimum call payment.

**EMPLOYES' 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 called communication violations other than train orders. Other rules of the Agreement come into play to confirm the violations and to determine the amount of reparation due because of the breach of agreement; however, the Scope Rule is the controlling rule and reads as follows:

#### **RULE 1—SCOPE**

"(a) This agreement shall govern the employment and compensation of manager-operators, wire chiefs, telegraphers, telephone operators (except switchboard operators), agent-telegraphers, agent-telephoners, clerk-telegraphers, clerk-telephoners, teletype and/or printer operators (to the extent covered by agreement dated October 27, 1947), towermen, levermen, tower and train directors, block operators, and staffmen, specified in wage scale, and analogous positions hereafter established; also such agents as are listed herein.

(b) The word 'employee' as used in this agreement shall include all classifications coming within the scope of this agreement unless specific classifications of employees are set forth."

The above Scope Rule covers the work accruing to the classes set forth therein. Further discussion of this rule and other rules which will be introduced will be taken up in the Position of Employees later in this submission.

All of the stations involved in the instant dispute are located on what was formerly the Mobile and Ohio Railroad. The Gulf, Mobile and Ohio Railroad (GM&O), Respondent Carrier here, is made up of three railroad companies and a portion of another. The Gulf, Mobile and Northern (G&MN) comprised what is now the Tennessee and Alabama Division; the portion of the New Orleans and Great Northern (NO&GN) absorbed by the GM&N is now the Louisiana Division; the former Alton Railroad is now the Eastern and

Carrier reserves the right to make an answer to any further submission of the Organization.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The precise issue here presented has been before the Division on numerous occasions, resulting in awards generally unfavorable to the Employees.

We think no purpose would be served by an exhaustive analysis of the prior awards and comparison with the present case. It is enough to note that there are no distinguishing differences in principle between this case and those decided by Awards 11343 and 11707.

Since the reasoning upon which those awards are based is not palpably erroneous they must be considered to be controlling.

Accordingly, the claims 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

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 24th day of January 1964.