

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, 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 the non-telegraph, non-telephone agent at Glendon, N. C., to transmit and/or receive messages and reports of record by telephone on the dates of April 18-19-23, May 22-28, June 20, July 16-30, August 5, November 13-15-20-22-26, December 4 and 6, 1957.

2. The senior idle operators, extra in preference, as of each of these dates, shall be paid a day's pay because of such violations.

3. The agent-operator's rate of pay shall be restored to the Glendon agency position effective April 2, 1957, and continuing until such time as the wires are removed from, at or about the station, in accordance with the Memorandum of Agreement dated Chicago, Illinois, May 20, 1957, and Article 13 (b) of the current schedule agreement.

EMPLOYES' STATEMENT OF FACTS: Carrier's main track extends westward from Norfolk, Virginia to Charlotte, North Carolina, a distance of 381 miles. Raleigh, North Carolina, is located approximately 226 miles west of Norfolk. Glenwood Yard is located in Raleigh, which is also the location of the Dispatcher's office. Duncan, North Carolina, is 251 miles west of Norfolk, and Glendon, North Carolina, is 287 miles west from Norfolk.

The Agreement, published August 1, 1937, listed Glendon under Article 32 — Wage Scale, which provided:

"The minimum rate hereafter established for non-telegraph offices referred to in Section (b) of Article 2 of this agreement will be \$62.50 per month, except at Glendon, Pantego, Northwest and Hallison. The minimum rate applicable to telegraph positions hereafter

constitute same as being a matter of record of such importance in the operation of the railroad as to come within the purview of such yardstick of work belonging exclusively to telegraphers.

The claim is without merit or contractual foundation; in fact, the incidents out of which this claim arose is an agreed to and permissible thing under the memorandum agreement attached hereto as Exhibit A, and we urge that your Honorable Board so hold and deny this claim.

(Exhibits not reproduced.)

OPINION OF BOARD: The claims are predicated on telephone messages by Star Agents. It is Petitioner's contention that Carrier did not remove telephones from specified stations, as provided in the Memorandum of Agreement dated May 20, 1937, and that because Carrier violated that Agreement, "the damages to the telegrapher class amount to 8 hours' pay at straight time telegrapher rate for each date that the wires remain at this station." The rate of pay for an Agent-Telegrapher is higher than the rate of pay for a Star Agent.

Petitioner's General Chairman presented the claims to Carrier's General Superintendent in letters dated June 15, 1957; July 20, 1957; July 27, 1957, and August 12, 1957. In each letter the General Chairman complained that a Star Agent handled a communication of record. For example, in a letter dated June 15, 1957, the General Chairman wrote, in part:

"Please be advised that on Thursday, April 18, 1957, the STAR (non-operator) freight agent at Glendon, N.C., handled (requested and received) over the dispatcher's telephone the following communications, in violation of Article 1 and other rules of the Telegraphers' Agreement:"

Article 1 is the Scope Rule. The other Rules which Petitioner cites in the record are Article 2 — Basic Day — Intermittent Service, and Article 13 — Classification of Employees — Additional Positions. It is clear from the record that the claims are primarily based upon an alleged violation of the Scope Rule, even though Petitioner seeks to restore the agent-operator's rate of pay at Glendon. The claims, as presented, are not predicated upon an alleged violation of the Memorandum of Agreement dated May 20, 1937. The request for a restoration of the agent's operator's rate of pay is not, alone, a criteria for the claim. All of the correspondence on the property refers to the telephone messages set out in the General Chairman's letters.

This issue has previously been before this Division of the Board. Similar claims involving the same parties and the same Agreements were considered by this Division in Awards 9572, 9573, 10825, 10836, 11509, 11512, 11610, and 11611. All of the claims were denied. We can find nothing palpably wrong with those Awards which would justify us to overrule them.

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 Carrier did not violate the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of June 1964.