

Award No. 12629
Docket No. TE-10882

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:

Article 1 and other rules of the Telegraphers' Agreement were violated when the messages identified below were improperly handled by the STAR (non-operator) agents at Stanfield and Parkwood:

"Stanfield, N. C., August 28, 1957 (Phoned direct to opr 'RN')
C. F. Morris, Norfolk, Va.

Please wire carload rate and route milo feed Stanfield, N. C., to Spring Valley, N. C.

/s/ Mrs. M. S. Love (Agent) 1:35 P. M."

"Norfolk, Va., August 28, 1957 (Phoned to agent Stanfield by the
M. S. Love, Stanfield, N. C. agent, Midland 820 a, 8/29/57)

Carload rate milo feed in bags Stanfield N. C. to Spring Valley N. Y. 85¢ cwt minimum 40,000 lbs.

/s/ C. F. Morris"

"Parkwood, N. C., (Ph. to Opr. Robbins, 11:20 a)
(via Robbins NC) Sep 24, 1957
C. F. Morris, Norfolk, Va.

Wire rate agricultural lime carload from Mascot, Tenn. to Parkwood, N. C.

/s/ O. T. Parks (Agent)"

"Parkwood, N. C., Sep 25, 1957 (Phoned to Opr Robbins, N. C.
C. F. Morris, Norfolk, Va. at 10 a.m.)

Retel. Agricultural lime from Mascot, Tenn. to Parkwood, N. C. is ground, in bags, loaded in box cars.

/s/ O. T. Parks (Agent)"

Because of such violative acts the following claim is entered:

1. The agent-operator's rate of pay shall be restored at Stanfield agency and Parkwood agency.
2. The senior idle operator, extra in preference, shall be paid a day's pay for each day the telephone is retained at these agencies.

EMPLOYES' STATEMENT OF FACTS: Carrier's main line, on which the two stations involved are situated, extends westward from Norfolk, Virginia to Charlotte, North Carolina, a distance of 381 miles. Stanfield, North Carolina is located 363 miles west of Norfolk while Parkwood is 298 miles distant. In relation to Charlotte, Stanfield is 23 miles to the east and Parkwood 88 miles distant. Parkwood was formerly known as "Hallison".

The current Agreement as published August 1, 1937, listed Stanfield and Hallison (Parkwood) 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 established will be 58¢ per hour on branch lines and 59¢ per hour on the main line. It is understood that the main line constitutes the track from Norfolk, Va., to Charlotte, N. C., inclusive.

A — Agent
 O — Operator
 AO — Agent Operator
 OC — Operator-Clerk
 YC-O — Yard Clerk-Operator
 L — Leverman
 OL — Operator-Leverman
 T — Towerman

* * * * *

Station	Position	Pro-rata Hourly Rate	Overtime Hourly Rate	Monthly Rate
*Hallison	A			\$40.43
*Stanfield	A			72.93"

* * * * *

Article 32 was amended effective September 1, 1949 to read:

"The minimum rate hereafter established for non-telegraph offices starred (*) in the wage scale (Appendix A), except Glendon, Pantego, and Hallison, will be \$197.49. The minimum rate applicable to telegraph positions hereafter established will be \$1.402 per hour on branch lines and \$1.414 per hour on the main line. (It is understood that the main line consists of the track from Norfolk, Va. to Charlotte, N. C., inclusive.)"

For the reasons herein stated, the respondent holds the claim is without contractual basis or merit; contrary to past practice and should be denied, and we urge that your Division so hold.

(Exhibits not reproduced.)

OPINION OF BOARD: The dispute is similar to the one in Award No. 12628. On the basis of what we said in that case and on the further fact that the issue was adjudicated in Awards 9572, 9573, 10825, 10836, 11509, 11512, 11610, and 11611, there is no merit to the claims.

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.