

Award No. 12630
Docket No. TE-11275

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. Carrier violated the Agreement when and because it required or permitted the Star (non-operator) agents at Parkwood, Glendon, and Vanceboro, North Carolina to handle (transmit or receive) communications of record over the dispatcher's telephone on the dates specified below; and that it further violated the Chicago Memorandum of Agreement of May 20, 1937, and Article 13 (b) of the Schedule Agreement of August 1, 1937, by its failure to remove the wires from these stations as stipulated therein:

Parkwood — January 9, 14, 28, 30, 31
February 3, 4, 5, 11, 12
March 5, 6, 7, 10.

Glendon — January 10, 17, 22, 24, 28
February 7, 10, 11, 14, 21, 24, 28
March 7, 10, 12
April 8, 11, 16
May 7, 21, 24, 29
June 13
July 8, 21, 23

Vanceboro — March 15, 20
April 8, 10, 16, 18, 22, 24
May 7, 14, 16, 19
June 2, 9, 14, 18, 20

2. As a consequence of said violations Employees request that the senior idle operator, extra in preference, be paid a day's pay of eight hours for each day such communications were so handled at each of the stations specified; that

3. The agent-operator's rate of pay shall be restored at Parkwood and Glendon effective January 23, 1957 and April 2, 1957, respectively, and to remain in effect until such time as the wires are removed in accordance with the Memorandum of Agreement of May 20, 1937, and Article 13 (b) of the Telegraphers' Agreement; that

4. The agent-operator's rate of pay shall be restored at Vanceboro effective May 6, 1957, to remain in effect until such time as the wires are removed in accordance with Article 13 (b) of the Telegraphers' Agreement; and that

5. Carrier shall be required to compensate the senior idle operator, extra in preference, a day's pay for each day the telephone is retained at Parkwood, Glendon, and Vanceboro, starting January 23, 1957, April 2, 1957, and May 6, 1957, respectively, and continuing until such time as the wires are removed as required by said Agreements.

EMPLOYES' STATEMENT OF FACTS: Carrier's main line extends westward from Norfolk, Virginia to Charlotte, North Carolina, a distance of 381 miles. Parkwood, N.C. is located at Mile Post 298.5; Glendon 292.5; and Vanceboro 15 miles southward from Marsden on the New Bren branch. Marsden is 130 miles west of Norfolk. Parkwood was formerly known as "HALLISON".

The current agreement as published August 1, 1937, listed the three positions 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
*Glendon	A			40.43
Vanceboro	A-O	0.67	1.00½	"

Also, as above stated, the employees in progressing the case on the property cited these incidents as violative of Article 13 (a); such rule reads:

"When regular telegraph and/or telephone duties are added to a non-telegraph or non-telephone position the rate of pay will be increased to conform to that of existing positions of similar work and responsibility * * *."

and your attention is particularly directed to the fact that this rule provides for a "regular" requirement, not an infrequent or spasmodic occurrence, and the dictionary defines regular as steady or uniform in course or practice, not characterized by variation from the usual or normal. A cursory glance at the dates of these alleged violations will suffice to show that there was no regularity in such incidents.

IN CONCLUSION, the carrier submits that the measurement of whether a message or conversation is a message or report of record has been fully determined by the Referee in Award 5181 when he says it must be of sufficient importance relating to control of transportation, and Award 1988 in which the Referee held the items must be of sufficient importance to be made matters of record. Respondent submits that none of the items made the basis for this claim were of that nature as none were of that sufficiency of importance. The claim is, therefore, without merit or contractual foundation, and we urge that your Board so hold and deny the claim.

(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.