

Award No. 13873
Docket No. TE-13322

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

THE MONONGAHELA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Monongahela Railway, that:

Extra Operator Lillian K. Dodd be compensated for 8 hours' time, FA Tower, 2nd trick, 2:30 P. M. to 10:30 P. M., February 28, 1961, on which date the Carrier violated the Scope Rule of the August 1, 1947 Agreement between the parties by directing Operator Morris (1st shift) to place train orders and clearance card on the train register book in Trainmen's Room for later delivery to the crew of coal train 418-418 North, called for 5:00 P. M., after Operator Morris had gone off duty; also for similar violations March 1, 2, 3, 7, 15, 16, 28, 29 and 31, 1961.

EMPLOYEES' STATEMENT OF FACTS: The facts in this dispute are fairly stated in the following correspondence exchanged by the parties on the property prior to appeal to this Board:

"Brownsville, Pa.
April 11, 1961

Mrs. Lillian K. Dodd
Block Operator

Referring to your letters dated March 4, 11, 24, 24; April 1, 1961, making claim as follows:

'Please allow 8 hours time FA Tower 2nd trick 2:30 P. M. to 10:30 P. M., February 28, 1961. Scope Rule of Agreement effective August 1, 1947, violated by officials of the Carrier directing Operator Lorraine Morris to place train order and clearance card on train register book in trainmen's room for later delivery to the crew of coal train 413-418 north, called for 5:00 P. M. after Operator Morris had gone off duty. In support of the claim we quote Article IV (c) (e) (m) of the Telegraphers' Agreement.

Also similar claims dated March 1, 2, 3, 7, 15, 16, 28, 29 and 31, 1961.'

Carrier has shown that the Scope Rule is no broader than it reads and does not provide for or reserve to telegraphers the work here in dispute. Numerous awards of this Board have recognized that their function is to interpret the rules as they exist and not to write new ones, either directly or indirectly. The following awards are typical:

AWARD 311

"In other words, all agreements of necessity leave management a considerable zone of operation within which management has the right and the duty to exercise judgment as to the best and most efficient way to run the business."

AWARD 2491

"We can only interpret the contract as it is and treat that as reserved to the carrier which is not granted to employees by the agreement."

AWARD 2622

"Far better for all concerned is a course of procedure which adheres to the elemental rule, leaving it up to the parties by negotiation or other proper procedure to make certain that which has been uncertain."

AWARD 5079

"This Board has consistently held by a long line of awards that the function of this Board is limited to the interpretation and application of agreements as agreed to between the parties. Award 1589. We are without authority to add to, take from, or write rules for the parties. Awards 871, 1230, 2612, 3407, 4763."

CONCLUSION

Carrier has conclusively shown the claim not to be valid under any rule or provision of the Telegraphers' Agreement, and that this position is supported by awards of the Third Division, National Railroad Adjustment Board.

Carrier holds the claim to be without merit and requests that it be denied.

OPINION OF BOARD: The theory of this claim is that telegraphers have the right to deliver train orders personally to crews.

What this Board had to say in Award 13871, is equally applicable to the present situation since both cases concern the same issue. Agreement and contracting parties as well as substantially the same claim.

We see no valid basis for reading a different result in the present matter and will deny the claim.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1965.