

Award No. 14578  
Docket No. TE-13585

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Don Hamilton, Referee**

---

**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION  
(Formerly 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:

Mr. J. H. Monk, Agent-Operator, Varina, North Carolina, is entitled to be compensated for a two-hour call at time and one-half rate for March 19, 1961, on which date (Sunday) Carrier permitted or required Trainmaster Wiggs to check cars in Varina Yard, compile an "on hand" report and transmit it to the Dispatcher, and prepare a switch list for Train No. 99 to switch up No. 47's train. Claimant was available but not called.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties, effective August 1, 1937, as amended and supplemented is available to your Board and by this reference is made a part hereof.

Varina, North Carolina, is a station on this Carrier's lines. It is located at the junction between the main line and the Fayetteville Branch. There are two positions, both under the Telegraphers' Agreement, at Varina. Agent-Operator, 7:55 A. M. to 3:55 P. M.; Operator-Clerk, 8:00 P. M. to 4:00 A. M. The work week of the Agent-Operator begins on Mondays; the work week of the Operator-Clerk begins on Tuesdays. Neither position has a regular assignment on Sundays.

On of the duties accruing to the station at Varina is the making of a yard check, compiling "on hand" report from this yard check, transmit this "on hand" report to the Train Dispatcher and prepare a switch list for Train No. 99 (or whatever train may be assigned to do the work) to switch No. 47's train for the Fayetteville Branch. This work has been done for many years at this station by an employe under the Telegraphers' Agreement. And for the past several years by the occupant of the Agent-Operator position, Mondays through Fridays, during his regular hours. When this work was necessary outside his regular hours, he has been called to perform it. From July 1957 through January 1958, due to the train schedules in effect at that time, the occupant of the Agent position was called each Sunday evening or very early Monday mornings outside of his assigned hours for which he was paid a call

payment. Due to changes in train schedules and Operators' rest days, no calls were necessary for a considerable period of time. When a further change in the rest days of the Operator position was made, leaving no one on duty on Sundays, the yard check was not made on Sunday and the Fayetteville train was required to switch his own train at Varina without benefit of a switchlist based on a yard check. This resulted in considerable delay to the trains.

On Sunday, March 19, 1961, Mr. Wiggs, a Trainmaster, checked the yard at Varina, prepared a switch list for Train No. 99 and transmitted the "on hand" report to Raleigh with instructions to No. 99 to switch No. 47's train at Varina.

Claim was initially filed by Agent-Operator J. H. Monk by time slip. This time slip was declined by the General Superintendent. The claim was handled in the usual manner, up to and including the highest designated officer of the Carrier and has been denied. Correspondence reflecting this handling on the property is attached hereto as ORT Exhibits 1 through 6.

(Exhibits not reproduced.)

**CARRIER'S STATEMENT OF FACTS:** Trainmaster B. J. Wiggs went to Norfolk Southern's yard at Varina, North Carolina on Sunday, March 19, 1961 and counted the number of empties and loads on hand for train No. 47 to handle. He took all of the waybills and switch lists for every car at the Varina yard, except the cars from the Durham and Southern Railway. Durham and Southern conductor had left a switch list for his company's cars left on the connection track. Trainmaster Wiggs gave the dispatcher the number of empties on hand at Varina on Sunday morning. The dispatcher already had this information, and this was merely duplication, except for the cars delivered to the Carrier from the Durham and Southern Railway.

(Exhibits not reproduced.)

**OPINION OF BOARD:** One of the duties accruing to the station at Varina, North Carolina, is the making of a yard check, and the compiling of an "on hand" report from this yard check. The report is then transmitted to the train dispatcher and a switch list is prepared for the Fayetteville branch.

The work involved has been performed for a number of years at this particular station by an employe under the Telegraphers' Agreement. During the past several years, the occupant of the Agent-Operator position has performed the work during his regular hours Monday through Friday. When it was necessary that the work be performed outside the regular hours, the Agent-Operator has been called to perform the function. As a result of the train schedules in effect from July 1957 through January 1958, the occupant of the Agent-Operator position was called each Sunday evening or Monday morning outside of his assigned hours and received a call payment. Subsequent to January 1958, as a result of changes in the train schedules and the Operator's rest days, no calls were necessary for a considerable period of time. Further changes in the rest days of the Operator position left no one on duty on Sundays. The yard check was not made on Sundays and the Fayetteville train was required to make the switch at Varina without the benefit of a switch list. This resulted in considerable delay to the trains. This claim arose when, on Sunday, March 19, 1961, a Trainmaster checked the yard at Varina

and prepared a switch list for train 99 and transmitted the "on hand" report to Raleigh with instructions to No. 99 to switch No. 47's train at Varina.

The Claimant, J. H. Monk, Agent-Operator, Varina, North Carolina, alleges that he was available for a call and was not summoned.

We are of the opinion that the facts as stated supra, lead us to the inescapable conclusion that the Carrier erred in not calling the Claimant for the work which was performed on the day in question.

**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 Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That the Agreement was violated.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 22nd day of June 1966.