

Award No. 15489
Docket No. TE-13434

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

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

DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Detroit, Toledo and Ironton Railroad, that:

CLAIM NO. 1

1. Carrier violated the terms of an Agreement between the parties hereto when on Friday, April 7, 1961, it required or permitted Conductor Addy, an employe not covered by said Agreement, to perform the work of transmitting a message of record over the telephone from Summit, Ohio to the train dispatcher at Dearborn, Michigan.

2. Carrier shall, because of the violation set out in paragraph 1 hereof, compensate the senior idle operator, extra in preference at the nearest location to the point at which the violation complained of occurred, a day's (8 hours) pay at the minimum operator's rate (\$2.485) of the Division.

CLAIM NO. 2

1. Carrier violated the terms of an Agreement between the parties hereto when on April 14, 15, 16, 17, 18 and 19, 1961, it permitted or required conductors on Trains DC-8 and DC-9, employes not covered by the Telegraphers' Agreement, to perform telegrapher's (telephoner's) work of transmitting messages of record over the telephone to the train dispatcher at Dearborn, Michigan governing the movement of trains from Junction, Springfield, Ohio.

2. Carrier shall, because of the violation set out in paragraph 1 hereof, compensate the senior idle extra employe(s), or, in the absence of such, the senior regularly assigned employe idle on his rest day at the location nearest to the point of violation (Junction),

a day's pay at the minimum telephone operator's rate on the Division for each date set forth in the substantive claim.

CLAIM NO. 3

1. Carrier violated the terms of an Agreement between the parties hereto at Lima, Ohio, when on May 24, 1961, it permitted or required Conductor Abor, an employee not covered by the Telegraphers' Agreement, to perform telegrapher's (telephoner's) work of transmitting a message of record over the telephone outside the assigned hours of the telegrapher-clerk.

2. Carrier shall, because of the violation set out in paragraph 1 hereof, compensate F. D. Hoffman, Telegrapher-Clerk, Lima, Ohio, a "call" in accordance with the provisions of Rule 5.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties hereto, effective May 1, 1946 (revised September 1, 1949) and as otherwise amended.

GENERAL FACTS AND INFORMATION

The three claims presented to your Honorable Board for its consideration in this appeal were handled separately on the property. However, since all of the claims present common aspects, the Employees have, in the interest of brevity and to avoid repetitious handling to the extent possible, incorporated all of the claims into this one submission.

The locations at which employees outside the scope of the parties' Agreement used the telephone to transmit messages of record involving the movement of trains, are as follows:

Summit, Ohio
Junction, Springfield, Ohio
Lima, Ohio

In an Agreement between these same parties, effective March 1, 1920, at pages 11 and 12, are listed the positions existing at Summit, Ohio on the effective date thereof. For your ready reference, the listings read:

Station	Position	Hourly Rate
Summit, Ohio	Operator (1st trick)	48 cents
Summit, Ohio	Operator (2nd trick)	48 cents

At a time not shown in the record, the positions at Summit were discontinued by Carrier. The record, however, shows that Carrier maintains a telephone (dispatcher's) at this location.

At page 39 of the current Agreement (Schedule of Positions and Rates of Pay) there is listed one position for Springfield, Ohio covered by the Agreement. The extent of this coverage, as you will note, is indicated by the prefixed asterisk. In this connection it may be noted that this employee bears the classification of agent, and that he is not required to perform telegraph service. Telegraph service, as the record shows, for Springfield, is

Railroad employees. As we told the General Chairman, it is quite possible that the operator telephoned the information which he complains about, and we do not admit that the conductor did use the telephone. There is a Flat Rock, Michigan-Lima, Ohio turnaround freight train which handles cars requiring rapid movement both north and south bound. Conductor Abar was the conductor on this turnaround train on May 24, 1961.

(Exhibits not reproduced.)

OPINION OF BOARD: The questions presented in this dispute are identical to those decided in Award 15488, and that award is controlling.

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 this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

The Claims are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 18th day of April 1967.