



Award No. 15618
Docket No. TE-14339

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

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

CENTRAL OF GEORGIA RAILWAY COMPANY

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

1. Carrier violated the Agreement between the parties when on May 10, 1962, it required or permitted Conductor Clark of Extra 163 West to handle at West End Tennille Yard, Train Order No. 101 when no late arrivals or emergency existed.

2. Carrier shall be required to compensate W. G. Day, Jr., Extra Operator, for a two (2) hour call at penalty rate of \$3.699 per hour because of this violation.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective October 31, 1959, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Tennille, Georgia is located on the Savannah Division of the Carrier's line. There is a fairly large yard at Tennille, the extreme west end of which is some distance from the office where the telegraphers (operators) are employed.

At about 9:20 P. M. on May 10, 1962, Conductor Clark on Extra 163 West came on the dispatcher's telephone at west end of Tennille Yard and asked the Train Dispatcher if he could help him on No. 46. The Train Dispatcher called the operator on duty at Tennille and instructed him to copy a train order and re-transmit to Conductor Clark who is now on the phone at west end Tennille Yard. Operator Shepard copied Train Order No. 101 addressed to Extra 163 West. Order No. 101 reads as follows:

"No. 46 Eng. 201 meet Extra 163 West at Toombsboro.

/s/ LBK (Dispatcher)"

Conductor Clark repeated the above train order and the train dispatcher gave complete time at 9:24 P. M. Claimant W. G. Day is an extra employee and was available for service but was not called.

1962. As I stated to you in that conference, the facts and circumstances, and the awards relied upon by you, are not the same as those contained in the instant dispute.

The third from the last paragraph of your letter, on page 2, pertains to our conference of June 10, 11, 12, 15 and 16, 1959, in this office with respect to settlement and/or withdrawal by The Order of Railroad Telegraphers of dozens of time claims tied onto the coattails of those decided by Special Board of Adjustment No. 269. During that conference in June, 1959, Mr. J. L. Ferrell, Assistant Director of Labor Relations, outlined and reiterated the fact that Conductors and other train service employees had from time to time for many, many years called the telegraph operator on duty at the station involved, from a telephone booth at the end of a siding or yard, some distance from the telegraph office, and copied from the telegraph operator the train order or orders he needed, rather than walk all the way back to the telegraph office. As a result of such discussion and mutual understanding that there was nothing in any award of Special Board of Adjustment No. 269 which changed or amended such practice in any manner whatsoever, the attached letter dated June 18, 1959, was sent to the four Superintendents of this company to, in fact, continue the practice. We have continued this practice ever since, and there is nothing in such handling that violates any rule of your Agreement, any interpretation or past practice.

The order of Railroad Telegraphers does not have the exclusive rights to use of telephones. Telephones have been installed on this railroad for more than forty (40) years, and the vast majority of the telephone conversations are carried on by other than employees represented by The Order of Railroad Telegraphers. We shall never concede that telegraph employees have exclusive rights to all telephone conversations on this property.

Your claims remain denied in their entirety as set forth in Memorandum of Conference of September 10, 1962."

The next communication of record is the letter of June 7, 1963, from President G. E. Leighty of Petitioners to Secretary S. H. Schulty of the Third Division, National Railroad Adjustment Board, of intent to file an ex parte submission in this dispute.

The Petitioners failed in all handlings on the property to cite a rule, interpretation or practice which gives them what they demanded with respect to this claim. Not knowing of any rule, interpretation or practice that has been violated in any manner whatsoever, the Carrier denied the claim at each and every stage of handling on the property. The claim has absolutely no semblance of merit.

The rules and working conditions agreement between the parties is effective October 31, 1959, as amended. Copies are on file with the Board, and the agreement, as amended, is hereby made a part of this dispute as though reproduced herein word for word.

OPINION OF BOARD: At Tennille, Georgia, there is a fairly large yard, the extreme west end of which is some distance from the office where the telegraphers are employed. At approximately 9:20 P.M. on May 10, 1962, Conductor Clark on Extra 163 West came on the dispatcher's phone at the west end of Tennille Yard and asked the train dispatcher if he could help him

on No. 46. The train dispatcher called the telegrapher on duty at Tennille and instructed him to copy a train order and re-transmit to Conductor Clark who is now on the phone at West End Tennille Yard. Telegrapher Shepherd copied train order No. 101 addressed to Extra 163 West. Order No. 101 reads as follows:

"No. 46 Eng. 201 meet Extra 163 West at Toombsboro.

/s/ LBK
(Dispatcher)"

Conductor Clark repeated the above train order and the train dispatcher gave complete time as 9:24 P.M. Claimant Day is an extra employe and was available for service but was not called. He contends that he is entitled to a two-hour call and demands compensation commensurate therewith.

The Organization relies principally on several awards of Special Board 269 to prove its case. We have examined those awards and find them distinguishable from the instant case in that the conductor or train service employes in those cases placed a call directly to the dispatcher, which did constitute a violation. The telegrapher never was contacted in these cases. In the case now before us, the dispatcher after receiving the call from the conductor, instructed the telegrapher, who was on duty and under pay, to copy a train order and "re-transmit it to the conductor who is on the phone." This is precisely what was done. Had the conductor walked to the telegrapher's office to pick up the order, we would not have a claim filed. The use of the phone in the manner described did not violate the agreement. The telegrapher was performing the job he was hired to do.

Memo. Agreement 3, which the Organization contends was breached, is identical to the language contained in the Chicago Great Western cases (Awards 10535, Ables and 10872, Hall). The issues were identical as in this case. We 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 16th day of June 1967.

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