



Award No. 15619  
Docket No. TE-14340

**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 30, 1962, it required or permitted the Conductor of Extra 149 West, a person not covered by the Agreement, to call the train dispatcher from Wadley, Georgia, and handle communication work, at a time the Agent-Operator at that Station was not on duty.

2. Carrier shall be required to compensate F. C. Glover, Agent-Operator at Wadley, Georgia, for a call for May 30, 1962.

**EMPLOYES' 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.

Wadley, Georgia is on the Savannah Division of the Carrier's lines. Wadley is a one-man station, manned by an agent-operator.

At 8:52 P. M. on May 30, 1962, Conductor Lee, in charge of Extra 149 West, called the train dispatcher by telephone and advised the dispatcher that he was ready to go. In addition to this OS train report, Conductor Lee informed the train dispatcher that he had 126 cars in his train. The dispatcher advised Conductor Lee that he would let him stay at Wadley for No. 108 but would send some orders on No. 108 to move from Wadley to Davisboro for No. 46. Whereupon, the dispatcher called the telegrapher on duty at Tennille, Georgia and transmitted to him Train Order No. 101, addressed to C&E Extra 149 West, c/o No. 108 and No. 46. Said order reads as follows:

"Extra 149 West Meet No. 46 Eng. 172 at Davisboro No. 46 take siding at Davisboro.

/s/ LBK  
(Dispatcher)"

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:** Conductor Lee called the Train Dispatcher by telephone and told him that he had 126 cars in the train; that he had 25 cars for Tennille, Georgia and 35 cars for Gordon, Georgia. He also asked which track he could use at Tennille. The Train Dispatcher then asked the Tennille telegraph operator which track was open at Tennille. The operator answered that numbers 2 and 4 tracks would be open, and Conductor Lee said that he would set off in number 2 track when he got to Tennille. The originating call by Conductor Lee came from Wadley, Georgia, where the Claimant, the Agent-Operator was not on duty. The Claimant was available for service, but was not called upon to provide same.

It is the contention of the Petitioner that the Carrier has violated the Scope Rule of the Agreement inter alia together with Rule 18 and Memorandum Agreement No. 3, the applicable portions of which are quoted below:

**"RULE 18. MISCELLANEOUS**

\* \* \* \* \*

(e-1) No employe other than those covered by this Agreement, and train dispatchers, shall be required or permitted to perform telegraphing or telephoning in connection with the movement of trains except in cases of bona fide emergency."

**"MEMO AGREEMENT No. 3**

It is agreed that Train and/or Engine Service employees will not be required or permitted to call Dispatchers on the telephone in connection with train movement or take train orders over the telephone except under emergency conditions which are defined as follows: . . ."

The Carrier maintains that the conversation between the Conductor and the Dispatcher did not involve an "OS," a train movement, because no record was made on the train sheet or on any other document; further that this was general information as to the number of cars in the train, concerned principally with the yarding of the train at its destination. They contend further that "this is the type of communication that takes place dozens of times daily between such train conductors and train dispatchers in order to take care of the work to be done in the most efficient and expeditious manner possible."

It is our judgment that the conversation that took place giving rise to this claim, did not constitute a "telephoning in connection with the movement of trains." It was simply an exchange of information, no record of which was made. We cannot see where any portion of the Agreement was violated. Further the Scope Rule itself is general in nature, and the awards of this Board in such cases have consistently adhered to the principle that any work intended to be covered by the Agreement must be work which the affected employes have customarily performed to the exclusion of others. The evidence of record in this case indicates that the past practice over an extended period of time has been otherwise. 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 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**

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.