



Award No. 15621
Docket No. TE-15980

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 Transportation-Communication Employees Union on the Central of Georgia Railway, that:

1. (a) Carrier violated the Telegraphers' Agreement, when on the 13th day of August 1964, it caused, required or permitted a train service employe, Conductor Heath, Train No. 81, an employe not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) Train Order No. 62 at Royal City.
- (b) Carrier shall now compensate Mr. E. L. Burns (extra telegrapher), Columbus, Georgia, for one call, two (2) hours, at one and one-half times pro rata rate (pro rata rate hourly \$2.5228).
2. (a) Carrier violated the Agreement, when on the 11th day of September 1964, it caused, required or permitted Conductor Lawrence, Work Extra 149, not covered by the Telegraphers' Agreement to handle, receive, copy and deliver, Train Orders Nos. 33 "Complete" 10:42 A.M., and 34 "Complete" 10:46 A.M., at Blecker, Alabama via telephone.
- (b) Carrier shall compensate J. C. Campbell, extra telegrapher, Columbus, Georgia, for one call, two (2) hours, at one and one-half times the pro rata rate. The pro rata rate being \$2.5228 per hour.
3. (a) Carrier violated the Agreement when on the 11th day of September, 1964, it caused, required or permitted Conductor Lawrence, Work Extra 149, not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver, Train Order No. 45 "complete" 1:29 P.M., and Train Order No. 50 "complete" 3:08 P.M., at Blecker, Alabama via telephone.
- (b) Carrier shall compensate E. L. Burns (extra telegrapher), Columbus, Georgia for one call, two (2) hours, at one and

one-half times the pro rata rate. The pro rata rate being \$2.5228.

4. (a) Carrier violated the Agreement, when on the 10th day of September, 1964, it caused, required or permitted a train service employe, Conductor Smith, Train No. 29, not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) Train Order Nos. 57 "complete" 5:22 P. M. and 64 "complete" 5:27 P. M. at Bleecker, Alabama via telephone.
- (b) Carrier violated the Agreement, when on the 10th day of September 1964, it caused, required or permitted a train service employe, Conductor Walker, Work Extra 150, not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver, Train Orders Nos. 71 "complete" 6:53 P. M. and 72 "complete" 6:54 P. M., at Bleecker, Alabama via telephone.
- (c) Carrier shall compensate J. C. Campbell (extra telegrapher) at Columbus, Georgia for one call, two (2) hours, at one and one-half times the pro rata rate. The pro rata rate being \$2.5228 per hour.
5. (a) Carrier violated the Agreement when on the 21st day of August 1964, it caused, required or permitted a train service employe, Conductor Redmond, Work Extra 205, not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver, Train Orders Nos. 37 and 38 at Sturdivant, Alabama.
- (b) Carrier shall compensate J. C. Campbell (extra telegrapher) at one and one-half times pro rata rate. Pro rata rate being \$2.5228 per hour.
6. (a) Carrier violated the Agreement, when on the 15th day of September, 1964, it caused, required or permitted Conductor W. H. Ginn, Work Extra 112, a train service employe, not covered by the Telegraphers' Agreement, to handle, receive, copy and deliver Train Orders Nos. 39 "complete" 11:14 A. M. and 40 "complete" 11:18 A. M. at Sturdivant, Alabama via telephone.
- (b) Carrier shall compensate P. M. Bentley (extra operator) Sylacauga, Alabama for one call, two (2) hours, at one and one-half times the pro rata rate. The pro rata rate being \$2.5228 per hour.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the Central of Georgia Railway Company, hereafter referred to as the Carrier, and its telegraphers, hereinafter referred to as the Organization or Employees, effective October 31, 1959, and as amended. This Agreement is available to your Board and is, by this reference, made a part hereof.

These claims were presented to the Superintendent of the Carrier, appealed to the Vice President and thence to the Director of Personnel including con-

at Bleeker, Alabama, from the Operator on duty and under pay at Opelika, Alabama. The record shows that due to the derailment or wreck of Train No. 34 and delay to Train No. 29 at Bleeker, Alabama, this was clearly an emergency. Claim No. 4 also alleges a violation account Conductor Walker on Work Extra 150, which was also handling a derrick picking up the train wreck at Bleeker, Alabama, copied Train Orders 71 and 72 from the Operator on duty and under pay at "YD" train order office in Columbus, Georgia, account radio telephone on the train was not working properly. The phone in the booth at Bleeker was installed in 1917 for just such use as this.

Claim No. 5 alleges a violation of the Agreement on August 21, 1964, because Conductor Redmond on Work Extra 205 at Sturdivant, Alabama, copied Train Orders 37 and 38 from Operator Godwin who was on duty and under pay at Alexander City, Alabama. The radio phone on the train was not working properly, necessitating the Conductor going to the phone booth at Sturdivant which was placed there in 1919 for just such use.

Claim No. 6 alleges a violation of the Agreement on September 15, 1964, because Conductor Ginn on Work Extra 112 at Sturdivant, Alabama, copied Train Orders 39 and 40 from Operator Godwin who was on duty and under pay at Alexander City, Alabama. The radio phone on the train was not working properly, necessitating the Conductor going to the phone booth at Sturdivant which was placed there in 1919 for just such use.

The Organization has failed in all handlings on the property to prove their claims or to cite any rule, interpretation or practice which supports their claims. Not knowing of any rule, interpretation or practice that has been violated in any manner whatsoever, the Carrier has denied these baseless claims at each and every stage of handling on the property. The claims have absolutely no semblance of merit. These claims involve all-to-gain-and-nothing-to-lose insofar as the Organization is concerned in their efforts here and in other pending claims to attempt to gain exclusive rights and jurisdiction over all telephone conversations.

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

(Exhibits not reproduced.)

OPINION OF BOARD: The Organization has consolidated six individual claims into this one docket. The Carrier has protested the consolidation and alleges that the six claims are not properly before this Board on appeal. It urges us to dismiss these claims on strictly procedural grounds, but the view we take of these cases makes it unnecessary to resolve these claims on that basis.

Claims 1, 5 and 6 involve identical circumstances wherein a train order was transmitted by the dispatcher to the telegrapher, who was in turn instructed to give the train order to a conductor over the dispatcher's telephone. The exact question presented in these three claims was considered in Award 15618, in which we found that there was no violation of the agreement relying on Awards 10535 (Ables) and 10872 (Hall). The same issues and the identical contractual language was involved in all these cases and we must accordingly deny these claims.

Claims 2, 3 and 4 present the same issue. The conductor in each instance communicated directly with the train dispatcher, who in turn relayed a train order to the conductor over the telephone. The circumstances surrounding each of these situations contained in these claims, were connected to an emergency. This is clearly covered by Memorandum Agreement No. 3, the applicable portion of which is quoted below.

“MEMO. AGREEMENT NO. 3.

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It is agreed that Train and/or Engine Service employes 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.
(Emphasis ours.)

* * * * *

(2) Wrecks, slides, snow blockades.”

These claims fall within the above cited exception and we will deny the claims (see claims 2, 5, 6, and 8 of Award 5 and Award 38 of Special Board of Adjustment No. 269).

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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.

AWARD

Claims 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.