

Award No. 15901
Docket No. TE-14871

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

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

1. Carrier violated the Telegraphers' Agreement when on the 23rd day of October 1962, it required, caused or permitted Conductor E. H. Rutledge on the Parrish Mine Run to transmit message of record over the train dispatcher's telephone, violating Rule 1, scope.

2. Carrier shall compensate J. A. Crowe for one day, eight hours' pay at the minimum rate of pay for telegraphers or telephoners for the aforesaid violation, account he was the oldest idle extra telegrapher.

EMPLOYEES' STATEMENT OF FACTS: At 11:25 P.M., October 23, 1962, Conductor Rutledge of the Parrish Mine Run transmitted the following message:

"Dispatcher? All right, Conductor Rutledge 16 loads at Blossburg Jct, what about 157 where does he meet No. 90? Train Dspr — Meet them at Brookside he about on top of that wait order. Condr Rutledge, OK, we got 15 minutes work at Cordova."

J. A. Crowe was the senior idle extra telegrapher available to perform the work on October 23rd and claim was made for a day's pay at the minimum rate for telegraphers. Claim was appealed to the highest officer designated by the Carrier, and declined by him. The claim is now properly before your Board for final adjudication.

CARRIER'S STATEMENT OF FACTS: Blossburg Junction, Ala., where the alleged agreement violation took place, is located on the West End of carrier's Birmingham Division, about 15 miles west of 27th Street yard at Birmingham, Ala. Blossburg Junction is a blind siding, where no telegrapher or anyone else is employed by the carrier.

**"RULE 44.
TERMS OF AGREEMENT"**

This agreement supersedes and cancels all former agreement, but does not, except where rules are changed, alter former accepted and agreed to practices, working conditions or interpretations.

This agreement is revised as of September 1, 1949 and shall continue in effect until thirty (30) days' written notice is given by either party to the other of desire to revise or modify in accordance with the provisions of the Railway Labor Act."

OPINION OF BOARD: In this case Petitioner alleges that a "message of record" was transmitted by the conductor to the Train Dispatcher. The transmission was made by wayside telephone. No Agent Telegrapher was employed at the site. Petitioner however alleges a violation of the Scope Rule, rather than the Standard Train Order Rule.

The issue presented and the parties are identical to those contained in Claim No. 3 of Award 15900. For the reasons stated in that Opinion pertaining to Claim No. 3 therein, we will deny this claim.

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; 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 31st day of October 1967.