Award No. 15902
Docket No. TE-14911

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:

CLAIM NO. 1

1. Carrier violated the Telegraphers' Agreement on the 23rd day of November, 1962 when it caused, required or permitted train crew No. 158 to OS his train and handle message of record Mile Post 823 near Bryan.

2. Carrier shall compensate senior idle extra telegrapher by paying him for 8 hours, one day, at the minimum rate of pay for telegraphers or telephoners on the Birmingham Division for this violation.

CLAIM NO. 2

1. Carrier violated the Telegraphers' Agreement on the 24th day of November, 1962 when it caused, required or permitted Conductor Brazil to OS, give departing time on his train.

2. Carrier shall compensate second senior idle extra telegrapher by paying him for 8 hours, one day, at the minimum rate of pay for telegraphers or telephoners on the Birmingham Division for this violation.

CLAIM NO. 3

1. Carrier violated the Telegraphers' Agreement on the 30th day of November, 1962 when it caused, required or permitted train crew on No. 158, an employe not covered by the Telegraphers' Agreement, to transmit by wireless telephone to the dispatcher, an OS of his train at Calumet, Alabama, thus performing communication work that belongs exclusively to telegraphers.

2. Carrier shall compensate C. E. McGough, senior idle extra telegrapher, by paying him one day's pay, 8 hours, at minimum rate for telegraphers or telephoners on the Birmingham Division for the violation herein related.

EMPLOYES' STATEMENT OF FACTS: At 6:59 P. M., November 23, 1962, the dispatcher called train No. 158. Train No. 158 answered and the dispatcher inquired its location. Train No. 158 stated they were at 823 Mile Post. The dispatcher then instructed them to fill at Parrish but to take twenty-five hoppers to Russellville and there would be nothing at Jasper for them to pick up.

At 10:25 P. M. on November 24, 1962, Conductor Brazil used the telephone and informed the trick dispatcher:

"We are leaving Blossburg Junction now, going to Cordova."

The dispatcher replied:

"Much obliged."

At 8:31 P. M., on November 30, 1962, the dispatcher called train No. 158 and said:

"Dispatcher to No. 158, where are you?"

No. 158 replied:

"Topping the hill at Calumet."

The dispatcher replied:

"OK, thank you."

Claim was made in each instance for the senior extra idle telegrapher for a day's pay for the violation of the Agreement. The claim was appealed to the highest officer designated to handle claims and grievances and declined by him. The claim is now properly before your Board for final adjudication.

CARRIER'S STATEMENT OF FACTS: This case consists of three separate disputes, identified in petitioner's statement as Claims Nos. 1 through 3, that were originated by the ORT District Chairman on carrier's Birmingham Division. The three claims were later consolidated into one case by the parties, as a matter of convenience.

One line of the Birmingham Division extends from Birmingham, Ala., northwest to Sheffield, Ala., a distance of 136 miles. The following locations on that line are involved in the instant claims, the distance of each location from 27th Street yard at Birmingham being indicated:

Calumet, Ala. (Blind Siding) .....46.6 miles
Bryan, Ala. (Blind Siding at MP-822) .....23.6 miles
Blossburg Junction, Ala. (Blind Siding).....15.2 miles

"RULE 44.

TERMS OF AGREEMENT

This agreement supersedes and cancels all former agreements, 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: The same question is presented in this case as was presented in Award 15901. We adhere to the Opinion in that case and will accordingly deny the 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 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 31st day of October 1967.

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