

Award No. 16683

Docket No. TE-16291

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Milton Friedman, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Atlantic Coast Line Railroad Company, that:

1. Carrier violated the Agreement when on the 27th day of October 1964, it required or permitted Clerk Ernest Hill, an employe not covered by the Telegraphers' Agreement, to perform work of transmitting messages by telephone at Bennett Yard, Charleston, South Carolina.

2. Carrier shall compensate the senior idle extra telegrapher and if no extra telegrapher the oldest idle telegrapher observing a rest day on the Charleston Division, October 27, 1964, for one day (8 hours) at the minimum pro rata telegrapher's (telephoner's) rate on such seniority division for the violation aforesaid.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective November 1, 1939, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

The dispute involved here is predicated upon various provisions of the collective bargaining Agreement, above referred to. Union submitted its claim to the proper Carrier officers in the usual manner of handling, as required by Agreement rules and applicable provisions of law. It was discussed in conference on December 18, 1964 and on June 8, 1965.

The sole issue presented here is whether the claimant had the contractual right to perform the work in dispute. The compensatory feature of the claim is simply a collateral issue, not having been challenged by Carrier, in view of which the damages claimed are clearly sustainable once the substantive claim of Agreement violation is sustained.

Employes contended during handling on the property, and now contend before your Board, that Articles 1 and 3 of the collective bargaining Agreement were violated. Carrier contended that the message in dispute was not a

By making the ridiculous contention that simply because Clerks' and other employees' use of the telephone constituted violation of the agreement, the Transportation-Communication Employees Union attempts to create the impression that for non-telegraphers to use telephones in talking to telegraphers is something new. This simply isn't so. Throughout all the years that telephones have been in use, clerks and other employees have used them in communicating with all of the various offices on the railroad. Their use facilitates an efficient, safe and economical method of operation and eliminates delays in furnishing and obtaining information necessary to routine activities. The organization has long since conceded the point here involved, not only by the proposal in 1946, but by its action subsequent thereto.

OPINION OF BOARD: This claim involves a car distributor's use of the telephone to obtain from a clerk information on the empty cars in a train. In view of the holdings in Award 16682, which was considered simultaneously, the claim must be denied.

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 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 25th day of October 1968.