

Award No. 5585
Docket No. TE-5496

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Francis J. Robertson, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE CHESAPEAKE AND OHIO RAILWAY COMPANY
(Chesapeake District)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chesapeake & Ohio Railway,

(1) That agent-operator B. R. Cooksey, White House, Kentucky, shall be paid a call under Rule 27 of the current Telegraphers' Agreement for January 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 27, 28 and 29, 1949, of which he was improperly deprived because a section foreman, an employe not coming within the scope of the Telegraphers' Agreement, was required and or permitted by the Carrier in violation of the terms of the Telegraphers' Agreement to copy a line-up of train movements on those dates at White House from the operator at Louisa, Kentucky by means of the telephone at a time the claimant was not on duty;

(2) That operator Z. W. Chapman, Chapman, Kentucky, shall be paid a call under Rule 27 of the current Telegraphers' Agreement for January 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29 and 31, 1949, February 1, 2, 3, 4, 5, 7, 8, 9, 10, 11, and 12, 1949, of which he was improperly deprived because a section foreman, an employe not coming within the scope of the Telegraphers' Agreement, was required and or permitted by the Carrier in violation of the terms of the Telegraphers' Agreement to copy a line-up of train movements on those dates at Chapman from the operator at Louisa by means of the telephone at a time the claimant was not on duty; and

(3) That operator J. S. Hinkle, Louisa, Kentucky shall be paid a call under Rule 27 of the current Telegraphers' Agreement for May 17, 18, 19, 20, 23, 24, 25, 26, 27 and 28, 1949, of which he was improperly deprived because a section foreman, an employe not coming within the scope of the Telegraphers' Agreement, was required and or permitted by the Carrier in violation of the terms of the Telegraphers' Agreement to copy a line-up of train movements on those dates at Louisa from the operator at LW Cabin by means of the telephone at a time the claimant was not on duty.

EMPLOYEES' STATEMENT OF FACTS: An agreement bearing effective date of October 16, 1947, superseding all previous agreements in effect prior to October 16, 1947, is in effect between the parties to this dispute.

It is the position of the carrier that the principle involved in the instant claim has been settled on this properly by your Award 1145 and the instant claim should be denied.

(Exhibits not reproduced).

OPINION OF BOARD: The facts, applicable rules and circumstances here present are practically identical with those involved in Award No. 5582. Our Opinion and Findings in that award are equally applicable here.

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 Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 14th day of December, 1951.