

Award No. 10525

Docket No. TE-8529

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

James P. Carey, Jr., Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
NORFOLK AND WESTERN RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Norfolk and Western Railway, that the Carrier violated the Agreement between the parties, when:

1. (a-1) On October 9, 1953, at Marion, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Marion to Roanoke train dispatcher, the following messages:

"Marion, Va., October 9, 1953

F. E. Stafford KD (Roanoke)

Forwarded by No. 88 today N&W 33051 and N&W 33052 cattle for Baltimore, Md., N&W Shen Jet B&O loaded at 5 PM 36 hour run to apply.

A. R. Fishel, Agent"

(a-2) At or about 8:15 P.M., October 13, 1953, at Marion, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Marion to Pulaski, Virginia, the following message:

"Marion, Va., October 13, 1953

H. L. Patsel Roanoke

Per telephone conversation with clerk at Marion, Va., Brunswick, Va., wants two 40 ft 10 ft high class B boxes to load furn 14th to Roanoke and Cols.

A. R. Fishel"

(a-3) At or about 8:15 P.M., October 22, 1953, at Marion, Va., it permitted or required an employe not covered by the agreement

to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Marion to Radford, Va., the following message:

"Marion, Va., October 22, 1953

F. E. Stafford Roanoke

Forwarded by No. 88 today N&W 29421 cattle for Lancaster, Pa., routed N&W Hag PRR at 4 PM 36 hour run to apply.

A. R. Fishel"

(a-4) At or about 9:10 P. M., October 29, 1953, at Marion, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., copy and receive from Bristol, Va., the following message:

"Bristol, Va., October 29, 1953

Express Messenger No. 42 Marion

N&W 1345 Norfolk milk car on No. 42 has 20 bags and 27 parcels in car.

Grimes, Express Agent

(a-5) At or about 9:00 P. M., December 2, 1953, at Marion, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Marion to Glade Spring, Va., the following message:

"Marion, Va., December 2, 1953

Express Clerk MH (Roanoke)

No. 42 tonight will have corpse for Richmond.

A. R. Fishel"

(b) And that the Carrier shall now be required to compensate the first shift Operator & Ticket Seller at Marion, Va., who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate for each date specified above.

2. (a) On the dates set out by the following instances, at Marion, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., copying and receiving by use of the telephone facilities at that point to obtain Pullman reservations (communications of record), as per the following:

(1) From Bristol, Virginia Ticket Office, Sunday, October 4, 1953, Lower 2 in Car 101, train No. 42, Marion, Va., to Richmond, Va., for Mrs. Ellis, Code JCT-748.

- (2) From Bristol, Va. Ticket Office, October 7, 1953, Bedroom "E" in Car BN 1, train 42, Marion to Washington, D. C., for Denman, Code JCT-758.
 - (3) From Bristol Ticket Office, October 15, 1953, Roomette 8, Car BN 1, train 42, Marion to Philadelphia, Pa., for Warner, Code JCT-770.
 - (4) From Bristol, October 22, 1953, Lower 7, Car 2264, train 42, Marion to Washington, D. C., for Lincoln, Code JCT-783. Also Lower 8, Car 2264, train 42, Marion to Washington for Wills, Code JCT-784.
 - (5) From Bristol, October 23, 1953, Lovers 1, 2, 3, 5, 6, 11 and 12, Car 101, train 42 Marion to Richmond for Hawkins and party for use October 28, 1953, Code JCT-789.
 - (6) From Bristol, January 3, 1954, Upper 11, car 101, train 42 Marion to Richmond for Gaines, Code JCT-3.
 - (7) From Bristol, February 8, 1954, Roomette 8, Car BN 1, train 42, Marion to Washington, Greenwood, Code JCT-96.
 - (8) From Bristol, February 18, 1954, Lower 11, Car 101, train 42, Marion to Richmond for Gillespie, Code JCT-122.
 - (9) From Bristol, February 19, 1954, Roomette 8, Car BN 1, train 42, Marion to Newark, N. J., D'Marest. Code JCT-91.
 - (10) From Bristol, February 22, 1954, Lower 1, Car 101, train 42, Marion to Richmond, for Crenshaw, Code JCT-134.
 - (11) From Bristol, March 14, 1954, Lower 2, Car 101, train 42, Marion to Richmond, for Boatwright, Code JCT-171.
 - (12) From Bristol, March 22, 1954, Lower 1, Car 101, train 42, Chilhowie, Va. to Richmond, for Bonham, Code JCT-184. Also from Bristol, March 22, 1954, Lower 2, Car 101, train 42, Chilhowie, Va. to Richmond, for Ball, Code JCT-185.
 - (13) From Bristol, March 25, 1954, Lower 10, Car 2264 train 42, Marion to Washington, for Warner, Code JCT-193.
 - (14) From Bristol, April 11, 1954, Lower 2, Car 101, train 42, Marion to Richmond, for Garnett, Code JCT-231.
 - (15) From Bristol, April 14, 1954, Bedroom "E", train 42, Marion to North Philadelphia, Pa., for Dickerson Code JCT-233.
 - (16) And on each similar violation which has occurred since the dates enumerated.
- (b) And that the Carrier shall now be required to compensate the first Shift Operator and Ticket Seller at Marion, Va., who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate for each date specified above.
3. (a) At or about 11:14 A. M., March 13, 1954, at Pembroke, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., trans-

mitting, by use of the telephone, from Pembroke to Roanoke, the following message:

"Pembroke, Va., March 13, 1954

H. L. Patsel, Roanoke

Please send by 93, 8 large hoppers for stone.

/s/ R. R. Blake"

(b) And that the Carrier shall now be required to compensate Agent-Operator R. R. Blake, Pembroke, who was entitled to perform this communication work to the extent of a "call" — two hours at time and one-half rate.

4. (a) At or about 10:12 P. M., May 6, 1954, at Pulaski, Virginia, it permitted or required an employe not covered by the agreement to perform communication work, subject to the agreement, viz., transmitting by use of the telephone, from Pulaski to Roanoke, the following message:

"Pulaski, Va., May 6, 1954

C. H. Freed, Washington

Reserve one lower Pulaski to Shreveport, La., train 41,
May 8th Chitwood JDT 105.

C. V. Jackson"

(b) And that the Carrier shall now be required to compensate Operator E. B. Fuller, Pulaski, who was entitled to perform this communication work to the extent of a "call" — two hours at time and one-half rate.

5. (a) At or about 10:35 A. M., Sunday, May 23, 1954, at Pulaski, Va., it permitted or required an employe not covered by the agreement to perform communication work, subject to the agreement, viz., transmitting by use of the telephone, from Pulaski to Radford, Va., the following message:

"Pulaski, Va., May 23, 1954

H. E. Carter

F. E. Stafford Roanoke

Please have shifter Monday, May 24th pick up one car
stone ballast at Radford and unload between MP 303 and 304.

G. W. Gearhart"

(b) And that the Carrier shall now be required to compensate Operator E. B. Fuller, Pulaski, who was entitled to perform this communication work, to the extent of a Sunday "call" three hours at time and one-half rate.

6. (a) At or about 10:02 P. M., August 8, 1954, at Pulaski, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Pulaski to Roanoke, Va., the following message:

"Pulaski, Va., August 8, 1954

A. H. Stull PRR Chicago

Reserve one bedroom Chicago to St. Paul Minn NP No. 1
August 15 Compton JDT-192.

C. V. Jackson"

(b) And that the Carrier shall now be required to compensate Operator E. B. Fuller, Pulaski, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

7. (a) At or about 5:30 P. M., May 13, 1954, at Glen Lyn, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Glen Lyn to Bluefield, W. Va., the following message:

"Glen Lyn, Va. May 13, 1954

W. H. Jackson

H. E. Carter

F. E. Stafford

G. W. Carbaugh Roanoke

Please have No. 100 in AM, Friday, May 14th pick up clam shell outfit N&W 514865 and N&W 90864 at Oakvale and handle for unloading at Bridge 821.

G. R. Atkinson"

(b) And that the Carrier shall now be required to compensate Agent-Operator J. E. Price, Glen Lyn, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

8. (a) At or about 6:30 P. M., May 20, 1954, at Glen Lyn, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Glen Lyn to Bluefield, W. Va., the following message:

"Glen Lyn, Va., May 20, 1954

W. H. Jackson

H. E. Carter

F. E. Stafford

G. W. Carbaugh Roanoke

Please have camp cars 526449 and 5 other cars move

from Glen Lyn to Oakvale tomorrow, Friday, May 21st, by No. 93. Cars will not be occupied.

B. R. Atkinson"

(b) And that the Carrier shall now be required to compensate Agent-Operator J. E. Price, Glen Lyn, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

9. (a) At or about 2:48 P. M., June 13, 1954, at Salem, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Salem to Roanoke, Va., the following message:

"Salem, Va., June 13, 1954

Ticket Agent, NYC, Cincinnati, O.

Reserve one coach seat NYC train No. 3 Riley, Cincinnati to Chicago, June 14th, W. C. Crawford will call for.

A. J. Bennett, Agent"

(b) And that the Carrier shall now be required to compensate Agent-Operator A. J. Bennett, Salem, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

10. (a) At or about 10:55 A. M., July 11, 1954, at Salem, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Salem to Roanoke, Va., the following message:

"Salem, Va., July 11, 1954

J. E. Daily, Roanoke

I would like to take my other five days vacation starting Monday, July 12th account of sickness.

G. C. Helm, Machine Helper"

(b) And that the Carrier shall now be required to compensate Agent-Operator A. J. Bennett, Salem, who was entitled to perform this communication work, to the extent of a Sunday "call" — three hours at time and one-half rate.

11. (a) At or about 8:17 P. M., July 22, 1954, at Christiansburg, Va., it permitted or required an employe not covered by the agreement

to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Christiansburg to Walton, Va., the following message:

"Christiansburg, Va., July 22, 1954

W. H. Jackson Roanoke

One car cattle for New York and one car cattle for Phila., Pa. via Hagerstown PRR loaded 8:00 P. M. to day 36 hour limit.

P. B. Spangler"

(b) And that the Carrier shall now be required to compensate Operator-Clerk Gaynor Harmon, Christiansburg, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

12. (a) At or about 9:22 P. M., July 29, 1954, at Christiansburg, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Christiansburg to Walton, Va., the following message:

"Christiansburg, Va., July 29, 1954

W. H. Jackson Roanoke

One car lambs for Staunton, Va., via Waynesboro C&O, three cars lambs for Philadelphia, Pa., and one car cattle for New York, N. Y., via Hagerstown PRR loaded 9:00 P. M. today 36 hr. limit.

P. B. Spangler"

(b) And that the Carrier shall now be required to compensate Operator-Clerk Gaynor Harmon, Christiansburg, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

13. (a) At or about 9:25 P. M., August 19, 1954, at Christiansburg, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Christiansburg direct to the train dispatcher at Roanoke, Va., the following report of record:

"Billed today one car calves and one car cattle Philadelphia via Hagerstown PRR loaded 9:30 P. M. today 36 hour run."

The dispatcher who received and recorded this report of record immediately issued the following message:

"Roanoke 930 P.M., August 19, 1954

C. H. H. and K. C. S. DO-Roanoke

No. 88 Extra 2167 picked up at Christiansburg 1 calves and 1 cattle Phila. Pa. via Hagerstown PRR, loaded 930 PM today 36 hour run.

W. H. Jackson"

(b) And that the Carrier shall now be required to compensate Operator-Clerk Gaynor Harmon, Christiansburg, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

14. (a) At or about 8:45 P. M., August 26, 1954, at Christiansburg, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Christiansburg direct to the train dispatcher at Roanoke, Va., the following report of record:

"1 stock for Philadelphia, Pa., via Hagerstown PRR, loaded 900 PM today 36 hour run."

The dispatcher who received and recorded this report of record immediately issued the following message:

"Roanoke, Va. August 26, 1954

C. H. H. and K. C. S. DO-Roanoke

No. 88 Extra 2126 picked up Christiansburg 1 stock Phila via Hag PRR loaded 900 PM today, 26 hour limit.

W. H. Jackson"

(b) And that the Carrier shall now be required to compensate Operator-Clerk Gaynor Harmon, Christiansburg, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

15. (a) At or about 1:25 P. M., July 24, 1954, at Blacksburg, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Blacksburg to Christiansburg, Va., the following message:

"Blacksburg, Va., July 24, 1954

E. L. Repass Roanoke

Cancel following reservation held by this office Roomette
9 Car K84 Washington to Boston PRR 172 July 25th JAJ 34

Also Roomett 6 Car 1734 Boston to Washington NH train 173
July 26th JAJ 34.

J. R. Nunn"

(b) And that the Carrier shall now be required to compensate Agent-Operator J. R. Nunn, Blacksburg, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

16. (a) At or about 6:42 P. M., September 24, 1954, at North Fork, West Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from North Fork to Tug Tower, (W. Va.), the following messages:

"North Fork, W. Va., September 24, 1954

Ticket Agent, NYC, Cincinnati.

Reserve three seats NYC train No. 3 leaving Cinti 830 AM Thursday, September 30, Cinti to Chgo FCW 130 for Mrs. Shupe and Children.

Walter Price"

— o —

"North Fork, W. Va., September 24, 1954

A. A. Stuhl Chicago, Ill.

Reserve three seats Rock Island No. 3 leaving Chicago 215 PM Thursday, September 30th, Chicago to Douglas, Arizona FCW for Mrs. Shupe and Children.

Walter Price"

— o —

"North Fork, W. Va., September 24, 1954

E. L. Repass Roanoke

Quote round trip coach fare North Fork, W. Va. to Douglas, Arizona via Cinti and Chicago.

Walter Price"

(b) And that the Carrier shall now be required to compensate Agent-Operator Walter Price, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

17. (a) At or about 5:20 A. M., October 28, 1954, at Bassett, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz.,

transmitting by use of the telephone, from Bassett to Payne, Va., the following message:

"Bassett, Va., October 28, 1954

C&E Bassett Shifter, Payne

Fill Stanley up with mtys the first thing this morning.

J. R. Young"

(b) And that the Carrier shall now be required to compensate Agent-Operator J. R. Young, Bassett, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

18. (a) At or about 8:15 A. M., October 28, 1954, at Shenandoah Jct., West Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Shenandoah Junction to Antietam, Maryland, the following message:

"Shenandoah Jct., W. Va., October 28, 1954

C&E No. 13 Antietam

Get from north end old passing siding N&W 99330 load company material for Berryville.

W. L. Fink"

(b) And that the Carrier shall now be required to compensate Agent-Operator W. L. Fink, Shenandoah Junction, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

19. (a) At or about 7:55 P. M., February 2, 1955, at Waynesboro, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., copying (receiving) by use of the telephone from Roanoke, Va., to Waynesboro, the following message:

"MH-Roanoke, Va., February 2, 1955

Conductor Sloan, Train No. 2, Waynesboro

IC ticket No. 5050-6 No. 30994 not in condrs. Pouch train 26 today.

R. F. Alley"

(b) And that the Carrier shall now be required to compensate Operator M. T. Ramsey, Waynesboro, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

20. (a) At or about 7:27 P. M., February 2, 1955, at Buchanan, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone from Buchanan to Roanoke, Va., the following message:

"Buchanan, Virginia, Feb. 2, 1955

R. F. Alley
E. L. Repass Roanoke

Passenger on train holding Illinois Central Ticket Form 5050-6 No. 30994 sold at Rantone, Ill, via Cincinnati to Elkton, Va. Coupon is missing from Cincinnati to Elkton. Please look in No. 26 collection and see if conductor lifted this coupon and advise as soon as you can.

Sloan No. 2"

(b) And that the Carrier shall now be required to compensate Agent-Operator W. M. White, Buchanan, who was entitled to perform this communication work, to the extent of a "call" — two hours at time and one-half rate.

21. (a) At or about 2:20 A. M. February 23, 1954, at Belspring, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Belspring to Walton, Va., the following message:

"Belspring, Va., February 23, 1954

HEC FES WLM Roanoke
OTM Radford

N 2 and N 3 indicators red due to rock in slide fence,
no delay. Joint.

M. M. Newcomb"

(b) And that the Carrier shall now be required to compensate the senior extra or otherwise idle telegrapher on the Radford Division who was entitled to perform this communication work, to the extent of a day's pay—eight hours at the minimum telegrapher's rate.

22. (a) At or about 6:40 A. M., April 22, 1954, at Belspring, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Belspring to Walton, Va., the following message:

"Belspring, Va., April 22, 1954

HEC WLM FES Roanoke
OTM Radford

Signals 3189 and 3204 red at Pembroke due to rock in

slide fence. Extra 2121 east and No. 89-2170 delayed OK at 605 AM.

M. M. Newcomb"

(b) And that the Carrier shall now be required to compensate the senior extra or otherwise idle telegrapher on the Radford Division who was entitled to perform this communication work, to the extent of a day's pay—eight hours at the minimum telegrapher's rate.

23. (a) At or about 3:50 A. M., May 5, 1954, at Belspring, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Belspring to Walton, Va., the following message:

"Belspring, Va., May 5, 1954

HEC WLM FES Roanoke
OTM Radford

No. 95 switch at Pepper out of order due to throw too tight caused by slack in rail. No delay. OK 335 AM

M. M. Newcomb"

(b) And that the Carrier shall now be required to compensate the senior extra or otherwise idle telegrapher on the Radford Division, who was entitled to perform this communication work, to the extent of a day's pay—eight hours at the minimum telegrapher's rate.

24. (a) At or about 3:45 P. M., May 10, 1954, at Belspring, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Belspring to Walton, Va., the following message:

"Belspring, Va. May 10, 1955

W. H. Jackson Roanoke
W. D. Kirby Narrows

Burro crane in siding at Pepper and switch spiked.

E. E. Harless Section Foreman"

(b) And that the Carrier shall now be required to compensate the senior extra or otherwise idle telegrapher on the Radford Division who was entitled to perform this communication work, to the extent of a day's pay—eight hours at the minimum telegrapher's rate.

25. (a) On July 14, 15, 16, 1954, and subsequent days since, at Pocahontas, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agree-

ment, viz., transmitting by use of the telephone, from Pocahontas to Bluefield, West Virginia and to other points, reports of record, i.e., Daily Report of Coal Cars handled at Operations (Form CT-107) such as reflected by the following:

July 14, 1954

"MF D 50, F 23, M 27, Q 25 CL-1 Blank
MR DA 43, DR 3, FY 46, A 1225PM, D 9, F 33, M 55, Q 30
one lowside
Gond. over
UM D 10, F 0, M 10, Q 0."

July 15, 1954

"MF DA 19, DR6, FY 25, A 1145AM, D 4, F 23, M 29, Q 25,
X 40
MR DA 20, DR 10, FY 30, A 1250PM, D 22, F 33, M 52,
Q 30, X 33 CL
1-Blank
UM D 10, F 0, M 10, Q 0, X 20 L L.S. Gond. over."

July 16, 1954

"MF DA 18, DR 7, FY 25, A 1140AM, D 5, F 24, M 30, R 25,
X 46, CL-1 Blank
MR DA 26, DR 4, FY 30, A 1240PM, D 21, F 31, M 51, R 30,
X 46.
UM DA 8, DR 3, FY 11, A 7AM, D 10, F 10, M 11, R 0, X 21,
3 L.S. Gonds over."

(b) And that the Carrier shall now be required to compensate the senior extra or otherwise idle telegrapher on the Pocahontas Division, who was entitled to perform this communication work, to the extent of a day's pay—eight hours at the minimum telegrapher's rate—for each of the dates specified above and for each and every day similar reports have been so handled at Pocahontas.

26. (a) On July 15, 16, 19, 1954, and subsequent days since, at Wilcoe, West Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Wilcoe to Gary, W. Va., reports of record, i.e., Daily Report of Coal Cars Handled at Operations (Form CT-107) such as reflected by the following:

July 15, 1954

"Lake Superior #3 FY 0, A 0, D 0, F 10, M 27 Wilcoe Yard
" " #4 Blank 75 Hps & 6 Gonds.
US Steel #2 DE 103, DO 14, DR 4, FY 121, A 745AM, D 23,
F 308, M 24 Cyrus 36 Hps.
US Steel #6 DE 49, DO 3, FY 52, A 615AM, D 22, M 19
US Steel #9 DE 30, DO 10, FY 40, A 755 AM, D 15, M 25
US Steel #14 DE 58, DR 29, FY 87, A 10AM D 32, M 118
Poca Fuel #7 DE 15, DR 13, DU 2, FY 30, A 1045AM, D 25,
F 14, M 55, X 85.

Poca Fuel #8 Blank
 Page DE 15, DH 1, DR 9, FY 25, A 940AM, D 26, F 28, M 38,
 X 40
 Nassau DE 18, DR 6, FY 24, A 935AM, D 4, F 18, M 24
 New River #9 FY 0, A 0, D 0, F 25, M 13
 " " #11 FY 0, A 0, D 0, F 24, M 35, X 40.
 Pando F 2, M 10.
 Poca Fuel Truck Mine FY 0, A 0, D 0, F 5, M 3.
 Tug Truck Mine Blank.
 Lyle Truck Mine Blank."

July 16, 1954

"Lake Superior #3 DE 15, DO 1, FY 16, A 1030AM, D 27, F 11,
 M 19 Wilcoe Yard.
 Lake Superior #4 0 Hps. 6 Gonds.
 US Steel #2 DE 100, DO 6, DR 14, DU 1, FY 121, A 730AM,
 D 28, F 288 M 32 Cyrus 36 Hps.
 US Steel #6 D 53, DO 18, DR 3, FY 74, A 650AM, D 14, M 17.
 US Steel #9 DE 31, DR 10, FY 41, A 850AM D 10, M 26.
 US Steel #14 DE 46, DO 2, DR 42, FY 90, A 910AM, D 22,
 M 113.
 Poca Fuel #7 DE 24, DR 1, DU 1, FY 30, A 1115AM, D 25,
 F 38, M 31, X 89
 Poca Fuel #8 Blank
 Page DE 21, DO 1, DR 8, FY 30, A 1035AM, D 27, F 0,
 M 38, X 12.
 Nassau DE 30, DO 2, DR 8, FY 40, A 830AM, D 10, F 20, M 20.
 New River #9 FY 0, D 0, F 0, M 13, X 3.
 " " #11 DE 25, DO 4, FY 25, A 1030AM, D 25, F 29,
 M 36, X 48.
 Pando FY 0, A 0, D 0, F 3, M 7, X 2.
 Poca Fuel Truck Mine Blank.
 Tug Truck Mine Blank.
 May Jo M 3, X13.
 Lyle DE 1, DR 1, FY 2, A 1050AM, D 2, M 4."

July 19, 1954

"Lake Superior #3 DE 5, FY 5, A 1115AM, D 21, F 7, M 24.
 " " #4 Blank
 Cyrus F 14, M 22.
 US Steel #2 DE 99, DO 4, DR 28, FY 131, A2PM, D 20, F 322,
 M 40.
 US Steel #6 DE 62, DO 2, DR 11, FY 75, A 8AM, D 11, M 29.
 " " #9 DE 31, DR 9, FY 40, A 1025AM, D 5, M 26.
 " " #14 FY 0, A 0, D 0, M 118.
 Poca Fuel #7 DE 12, DO 2, FY 14, A 1115AM, D 35, F 29, M 37.
 " " #8 Blank
 Page FY 0, A 0, D 0, F 30, M 36.
 Nassau FY 0, A 0, D 0, F 17, M 25.
 New River #9 DE 20, DO 5, FY 25, A 1110AM, D 13, F 25, M 13.
 " " #11 DE 21, DO 7, FY 28, A 1210PM, D 19, F 26,
 M 25.
 Pando De 7, DO 4, FL 11, A 315PM, D 3, F 5, M 9.
 Poca Fuel Truck Mine DE 10, FY 10, A 1030AM, D 6, F 1,
 M 16.
 Tug Truck Mine Blank"

(b) And that the Carrier shall now be required to compensate the senior extra or otherwise idle telegrapher on the Pocahontas Division, who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the minimum telegrapher's rate — for each of the dates specified above and for each and every day similar reports have been so handled at Wilcoe.

27. (a) At or about 9:47 A. M. August 17, 1954 at Front Royal, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Front Royal to Roanoke, Va., the following report:

"Front Royal, Va., August 17, 1954

FET Roanoke

CT 424, X 3, Y 3, AU 2, DA 1, DY 3.

REP"

(b) And that the Carrier shall now be required to compensate the senior idle extra telegrapher on the Shenandoah Division who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the Front Royal telegrapher's rate.

28. (a) At or about 8:25 A. M., December 3, 1954, at Front Royal, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Front Royal to Luray, Va., the following message:

"Front Royal, Va., December 3, 1954

Condr. No. 14 Luray

Place the mty box you have in train for us down behind old station in hole track for loading wood.

R. E. Purdum"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Shenandoah Division who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the Front Royal telegrapher's rate.

29. (a) At or about 2:00 P. M., December 23, 1954, at Front Royal, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement,

viz., to copy and received by use of the telephone, from White Post, Va., the following message:

"White Post, Va., December 23, 1954.

W. O. Smith Front Royal

Will report as section foreman Antietam, Md., Monday 740 AM, December 27th to relieve section foreman Lowe as per conversation.

Frank E. Tate"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Shenandoah Division who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the Front Royal telegrapher's rate.

30. (a) At or about 2:59 P. M., October 19, 1954, at Shenandoah Junction, West Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., copying and receiving by use of the telephone, from Shepherdstown, W. Va., the following message:

"Shepherdstown, W. Va., October 19, 1954

Condr. No. 14 Shenandoah Jct., W. Va.

Please pull N&W 62517 mty from Hodges Lemon siding and place PRR 893811 so it can be unloaded freight and express in warehouse.

R. H. Mathews"

(b) And that the carrier shall now be required to compensate the senior extra or idle telegrapher on the Shenandoah Division who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the Shenandoah Junction telegrapher's rate.

31. (a) At or about 12:05 P. M., October 26, 1954, At Shenandoah Junction, West Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Shenandoah Junction to White Post, Virginia, the following message:

"Shenandoah Jct., W. Va., October 26, 1954

C&E Extra 2164 North White Post, Va.

Put your B&O cars under Willows.

W. L. Fink"

Also at or about 3:52 P. M. on the same date, at Shenandoah Junction, West Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., copying and receiving by use of the telephone, from Shepherdstown, W. Va., the following message:

"Shepherdstown, W. Va., October 26, 1954

C&E No. 14 Shenandoah Jct., W. Va.

Freight and express in warehouse. Also 18 mty cylinders to load from platform. Bills in box.

R. H. Mathews"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Shenandoah Division who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the Shenandoah Junction telegrapher's rate.

32. (a) At or about 3:45 P. M., October 27, 1954, at Shenandoah Junction, West Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., copying and receiving by use of the telephone, from St. James, Md., the following message:

"St. James, Md., October 27, 1954

C&E No. 14 Shenandoah Jct. W. Va.

Get mty hoppers off station siding.

Kelly"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Shenandoah Division who was entitled to perform this communication work to the extent of a day's pay — eight hours at the Shenandoah Junction telegrapher's rate.

33. (a) At or about 10:02 P. M., August 8, 1954, at Roanoke, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., copying and receiving by use of the telephone, from Pulaski, Va., the following message:

"Pulaski, Virginia, August 8, 1954

A. H. Stull PRR Chicago

Reserve one bedroom Chicago to St. Paul, Minn., NP to No. 1 August 15, Compton. JDT-192.

C. V. Jackson"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Radford Division who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the Roanoke telegrapher's rate.

34. (a) At or about 2:15 P. M., November 17, 1954, at Roanoke, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone from Roanoke to Max Meadows, Va., the following message:

"Roanoke, Va., November 17, 1954

G. E. Vance, Mason Foreman, Max Meadows

No. 71 in AM will have N&W 90514 loaded with air compressor and concrete mixer and clam shell outfit 514865. Meet No. 71 at Bridge 271 and unload air compressor and concrete mixer. Clam shell will be set off at Max Meadows and return to Radford by No. 72 same day.

G. W. Carbaugh"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Radford Division who was entitled to perform this communication work to the extent of a day's pay — eight hours at the Roanoke telegrapher's rate.

35. (a) At or about 10:00 A. M., November 12, 1954, at Waynesboro, Virginia, it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement, viz., transmitting by use of the telephone, from Waynesboro to Shenandoah, Va., the following message:

"Waynesboro, Va., November 12, 1954

J. C. Griffith YM, Shenandoah, Va.

2nd 88 moved 1 coal 101 tons for Front Royal Va. 1 load
PRR 52 tons and 10 loads and 2 mtys WM 618 tons.

D. F. Vines"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Shenandoah Division who was entitled to perform this communication work, to the extent of a day's pay — eight hours at the Roanoke telegrapher's rate.

36. (a) At or about 10:00 A. M., November 12, 1954, at Shenandoah, Va., it permitted or required an employe not covered by the agreement to perform communication work subject to the agreement,

viz., copying and receiving by use of the telephone, from Waynesboro, Va., the following message:

"Waynesboro, Va., November 12, 1954

J. C. Griffith YM, Shenandoah, Va.

2nd 88 moved 1 coal 101 tons for Front Royal Va. 1 load
PRR 52 tons and 10 loads and 2 mtys WM 618 tons.

D. F. Vines"

(b) And that the Carrier shall now be required to compensate the senior extra or idle telegrapher on the Shenandoah Division who was entitled to perform this communication work, to the extent of a day's pay—eight hours at the Shenandoah telegrapher's rate.

EMPLOYES' STATEMENT OF FACTS: The foregoing claims have arisen by reason of violations of a craft and class agreement, between the parties, bearing the effective date of December 1, 1939, a copy of which is available to your Board. The acts permitted or required by the Carrier constitute transgressions of the bargained work rights embraced in the Scope Rule of Article 1 of said Agreement. In that connection the Agreement provides:

"Effective December 1st, 1939, the following rates of pay and regulations for telegraphers will govern.

ARTICLE NO. 1

Employees required to perform telegraph service of any character or duration, Telephone Operators (except Switchboard Operators), Agents listed herein, Agent Telegraphers, Agent Telephoners, Towermen, Levermen and other employees included in this schedule of rates will be considered Telegraphers within the meaning of this agreement, irrespective of title by which designated or character of service performed.

Note—The term 'Towermen' is synonymous with 'Levermen' and both are required to operate interlocked switches and/or signals by means of levers from a central point."

The claims as made are consistent with other rules of the Agreement which will be cited. The facts and the Position of the Employees as to each claim follow:

CLAIMS 1 and 2, MARION, VIRGINIA

Marion is located on Carrier's Radford Division and the positions listed in the Schedule of Wages of the Agreement of December 1, 1939 at Marion are:

"Station	Occupation	Hourly Rate
Marion	A&O.	\$0.8075
	First O&TS.	.715
	Second O.	.66"

The hourly rates of pay have since been adjusted on several occasions. The abbreviations used are for Agent and Operator; First Operator and Ticket Seller; and Second Operator.

These three positions have been carried in the Telegraphers' Agreement since 1908. The Agreement effective April 1, 1908, lists them in the following manner:

A. & O	\$83.25 (per mo.)
First O. & T.S.	66.60
Second O. & T.S.	55.50

The duties of these employes from that date have included the performance of all communication work and ticket selling at Marion, in addition to other duties. The scope rule of the 1908 agreement, Article 1, reads:

"Employes required to perform telegraph service of any character or duration, agent-telegraphers and other employes included in this schedule of wages, will be considered Telegraphers within the meaning of this agreement, irrespective of title by which designated or character of service performed."

Effective with the Agreement of September 1, 1911, Article 1, was revised to include the telephoner class, as follows:

"Employes required to perform telegraph service of any character or duration, agent-telegraphers, telephoners, agent-telephoners whose duties include the handling of train orders or the blocking of trains by telephone and other employes included in this schedule of wages, will be considered Telegraphers within the meaning of this agreement, irrespective of title by which designated or character of service performed."

A comparison of the 1911 scope rule with that of the current agreement reveals that there has been no change except for the addition of towermen and levermen which classes were brought into the scope rule with the April 1, 1920 agreement. Notwithstanding the fact that the positions at Marion had been incorporated in the Telegraphers' Agreement for 45 years, the Carrier issued the following bulletins:

"Norfolk and Western Railway Company
Office of Superintendent
Radford Division
Bulletin No. 3544

Roanoke, Va.

Sept. 23, 1953

All Concerned

"Effective Wednesday, September 30, 1953, Time Table rule 117 in current time table No. 5 is hereby amended to change the hours of the first trick operator-ticket seller at Marion, 710AM to 310PM, to 745AM to 445 PM.

into the current Agreement were fully cognizant of the fact that under the previous Agreements the work of transmitting and receiving messages of record, or not of record, by telephone was not being treated as exclusively reserved to the classes of employees listed in the Telegraphers' Agreement. Consequently, as your Board said in Award 4791, it must be held that the re-adoption of the rule, in the instant Agreement as well as in other earlier Agreements, was not intended to change the meaning previously given to it. And, as your Board further held in Award 4791, it follows that under the Agreement on this property it is not a violation of the Scope Rule of the Telegraphers' Agreement for employees, not covered by the Telegraphers' Agreement, to transmit or receive by telephone message of record or not of record.

Section 6. Third Division Awards:

The Carrier's position as set forth in this submission clearly proves there is no merit whatever to the Employees' claims in this case. In support of its position, the Carrier cites the following Third Division awards:

652	4791	5564	6778
653	4827	5619	6779
700	4879	5660	6788
752	4889	5702	6824
1708	4922	5777	6903
2679	5079	5866	6929
3003	5109	6007	6959
4464	5120	6159	6996
4512	5318	6363	7031
4585	5404	6364	7066
4643	5416	6487	7076
4733	5468	6758	7153
			7154

The Carrier respectfully requests denial of all claims in the instant case.

OPINION OF BOARD: In their submission here the employees group 36 claims based on alleged violations of the Scope Rule of the Telegraphers' Agreement by employees not covered thereby, at various points on the Carrier's property. The dates involved range from October 9, 1953 through November 12, 1954. Twelve of these claims are barred from further consideration by the provisions of Article V of the National Agreement of August 21, 1954 in which time limits for progressing claims are specified. These twelve claims are numbered 11, 12, 13, 16, 17, 18, 27, 28, 30, 31, 32 and 34 and accordingly they will be dismissed.

The controversy concerns telephone communications by or with clerks and other employees not subject to the Telegraphers' Agreement. The Employees

contend that the Scope Rule was violated when clerks, dispatchers, agents and others handled communications of record by means of the telephone at the times and places specified in a voluminous submission. The Carrier, at equal length, maintains that telephone communications are not exclusively the work of telegraphers, and that those involved in this dispute do not properly fall in the category of communications of record.

The Telegraphers' Scope Rule identifies employees who are included in the term "telegraphers" as used in the Agreement, but it does not attempt to describe the nature of the work required of such employees.

In Award 4208 we held that the use of the telephone on a railroad is not an exclusive function of employees covered by the Telegraphers' Agreement.

In Award 5181 we pointed out that in interpreting the Telegraphers' Scope Rule it has been necessary to resort to custom, past practice and tradition, and thereby some common boundaries have become generally recognized. A significant element considered in determining if specific communication work is, or is not, properly reserved to telegraphers, is the question whether it is a communication relating to the control of transportation and if a record is required to be preserved. While telephone operators are mentioned in the Scope Rule it has been generally recognized that all messages or communications transmitted by telephone are not thereby included in the exclusive domain of telegraphers. Failure to record a message or report which should have been made of record would not alter the character of the work done insofar as the Scope Rule is concerned. On the other hand, a message telephoned by a clerk to a train crew, which does not affect the operation of trains as do train orders and other communications relating to or affecting the safety of persons and property and which by their very nature should be made of record, would not be exclusively reserved to telegraphers. Award No. 5182. The mere fact that someone reduces the substance of a telephone call to writing does not necessarily make it a message of record as that phrase is commonly understood in railroad operation.

The remaining 24 claims to be considered on the merits relate to approximately 47 messages or communications sent or received by telephone by clerks and others not covered by the Telegraphers' Agreement. These communications involved a wide range of subjects. In general they encompass such as car numbers and contents; requests for box cars; report of a corpse on board a train; requests and advices concerning sleeping car and coach accommodations; requests to have cars picked up; request for authority to take a vacation; reports of missing railroad tickets; reports concerning rock slides; reports of coal car numbers; advice that an employee would report for duty as section foreman, and other reports of car movements.

We think the tests outlined in our Awards Nos. 5181 and 5182 in respect of communications of record are applicable to these claims. We are unable to say that these communications can properly be said to have affected the operation of trains or the safety of persons and property and were required to be made matters of record in the sense contemplated in those Awards. In the light of our findings in those cases, as well as in other Awards such as Nos. 5660, 6330 and 6363, we are constrained to find that these claimed violations of the Scope Rule lack support.

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 the Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claims No. 11, 12, 13, 16, 17, 18, 27, 28, 30, 31, 32 and 34 are dismissed. All other claims are denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of April, 1962.