

**Award No. 10671**

**Docket No. TE-8603**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Robert J. Ables, Referee**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**NORFOLK SOUTHERN RAILWAY COMPANY**

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

1. The Carrier violated the agreement between the parties when it permitted or required train order No. 46 to be copied and handled by Conductor Winstead of train No. 42 at Walstonburg, North Carolina on April 30, 1953; when it permitted or required train order No. 64 to be copied and handled by Conductor May of train extra 663 at Walstonburg on May 5, 1953; and when it permitted or required train order No. 64 to be copied and handled by Conductor May of train extra 663 at Waltonsburg on May 22, 1953; that

2. G. W. Brantley, agent at Waltonsburg, shall be paid the difference between the amount he earned as star agent, at the rate of \$1.431 per hour for eight hours, and what he would have earned as agent-operator at \$1.72 per hour for eight hours, for each of the days specified; and that

3. The agent-operator's rate of pay shall be restored to the position at Waltonsburg on and after April 30, 1953 until such time as the wires are removed from the Walstonburg agency.

4. The Carrier violated the agreement between the parties when it permitted or required train order No. 36 to be copied and handled by Conductor Stephenson of train extra 438 at Moyock, North Carolina on September 24, 1953; that

5. The Agent at Moyock shall be paid the difference between the amount paid at the star agency rate and the applicable agent-operator's rate of \$1.72 per hour, for September 24, 1953; and that

6. The applicable agent-operator's hourly rate of pay of \$1.72 per hour shall be paid the incumbent of the Moyock position for all time since September 24, 1953, and continuing until such time as the agreement, specifically Article 13(b), has been complied with.

**EMPLOYES' STATEMENT OF FACTS:** The above claims in this dispute came into being as reflected by the following correspondence:

For the reasons hereinabove stated the respondent carrier submits that the claim is without foundation contractually; that its offer as set forth above is a fair and equitable disposition of the claims, and that refusal of the employe representative to accept the settlement proffered in view of acceptance of previous similar offers is arbitrary, capricious and indicative of an unamenable and unreasonable attitude, and that, therefore, the claim should now be denied in its entirety, and urges that your honorable Board so hold.

**OPINION OF BOARD:** After full consideration of the entire record in this dispute, the Division finds that Items 1, 2, 4 and 5 of the claim should be sustained.

The Division is without authority to establish rates of pay and is, therefore, unable to pass upon Items 3 and 6 of the claim. They will accordingly be dismissed.

This opinion is based upon the particular circumstances of this case, without construing the involved rules as they might apply to any other situation.

**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 claim will be disposed of in accordance with the opinion.

#### AWARD

Items 1, 2, 4 and 5 of claim sustained; Items 3 and 6 dismissed; all in accordance with the Opinion and Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 13th day of July, 1962.