

Award No. 11147

Docket No. TE-10250

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Martin I. Rose, 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 and Ohio Railway (Southern District), that:

1. Carrier violated the agreement between the parties when on February 18, 1957, it required or permitted an employe not covered by the agreement to transmit a communication of record from a point near Meadow Creek, West Virginia, to an employe not covered by the agreement at Hinton, West Virginia.

2. Carrier shall compensate the two senior idle employes on the seniority district, extra in preference, in the amount of a day's pay each.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

Meadow Creek, West Virginia, and Hinton, West Virginia are stations on the Carrier's lines about 13 miles apart. There is a telegraph office at Meadow Creek manned by employes under the Telegraphers' Agreement; there are three telegraph offices at Hinton, one in Hinton proper, CW Cabin at the west end, and MX Cabin at the east end, all manned by employes under the agreement.

About 4:15 P. M. on February 18, 1957, Assistant Supervisor of Tracks, Mr. Lawrence Cook, at a point about 1400 feet east of Meadow Creek, using the company telephone, transmitted the following to a clerk in his office at Hinton:

"Call the freight house at Hinton and give him the following cars to be billed out:

The telephoning in the instant case was not the subject of Telegraphers exclusive handling, and the telephoning in this case did not involve control over the movement or operation of trains. The Carrier has shown that the National Railroad Adjustment Board and Special Board of Adjustment on this property has, under these circumstances, held that such telephoning is not work belonging exclusively to Telegraphers.

Claim should, therefore, be denied.

All data have been discussed in conference or by correspondence with the employe representatives in the handling of this case.

OPINION OF BOARD: Employes claim that the Scope Rule of the applicable Agreement was violated because on February 18, 1957, an Assistant Supervisor Track used a company telephone located near Meadow Creek, West Virginia, to communicate a message to the clerk in his office at Hinton, West Virginia, concerning the billing of ten cars loaded with scrap rail.

We find on the undisputed facts shown in the record that the Agreement was not violated for the reasons that the message or communication involved did not relate to the operation of trains and was not a "matter of record" as that term has been interpreted in awards of this Board.

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 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 14th day of February 1963.