

Award No. 11610
Docket No. TE-10484

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Charles W. Webster, Referee

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. Article 1 and other rules of the Telegraphers' Agreement were violated when and because the Carrier permitted or required the non-telegraph, non-telephone agent at Glendon, North Carolina, to transmit messages by telephone from Glendon to Raleigh, North Carolina on January 3, 21 and 28, 1957; also to copy reports of record transmitted by telephone from Glenwood Yard (Raleigh) to Glendon on April 2, 3, 9, 11, 16, 26 and May 10, 1957.

2. The senior idle operators, extra in preference, as of each of these dates, shall be paid a day's pay because of such violations.

3. The agent-operator's rate of pay shall be restored to the Glendon agency position effective April 2, 1957, and continuing until such time as the wires are removed from, at or about the station in accordance with the (Chicago) Memorandum of Agreement dated May 20, 1957 and Article 13(b) of the current schedule agreement.

NOTE: The date of April 3 in Item 1 above is a typographical error and should read April 4, the date reflected in the handling on the property.

EMPLOYEES' STATEMENT OF FACTS: Carrier's main line extends westward from Norfolk, Virginia to Charlotte, North Carolina, a distance of 381 miles. Raleigh, North Carolina is located 226 miles from Norfolk. Glendon, North Carolina is situated 61 miles west of Raleigh.

The Agreement, published August 1, 1937, listed Glendon under Article 32 — Wage Scale, which provided:

"The minimum rate hereafter established for non-telegraph offices referred to in Section (b) of Article 2 of this agreement will be \$62.50 per month, except at Glendon, Pantego, Northwest and Hallison. The minimum rate applicable to telegraph positions hereafter established will be 58¢ per hour on branch lines and 59¢ per hour on the

over the telephone system, and Item 3 provides that the telephone system may be used by anyone for necessary conversations and transmittal of oral information; that is exactly what occurred here, the information transmitted was oral and the mere fact that it may have been reduced to writing does not make it a "report of record", as your Division has heretofore rightly held.

This submission is made in accordance with the provisions of motion of the Third Division dated November 26, 1957, effective January 1, 1958, and the carrier reserves to itself all of the rights accorded it under the provisions of said motion, and to make further reply, should it desire, to the petitioners' submission, briefs and arguments.

(Exhibits not reproduced).

OPINION OF BOARD: In Awards 9572, 9573, 10825, 10836 and 11509 which involved these same parties, this Board held that the use of telephones by star agents in similar circumstances did not violate the agreement.

These prior awards are governing in the present dispute and therefore 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 12th day of July 1963.