

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
GULF, MOBILE AND OHIO RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad, that:

1. (a) Carrier violated the Agreement between the parties when on July 2, 1960, it required or permitted an employe not covered by the Agreement to transmit a message at Tamms, Illinois.

(b) Carrier shall compensate either the first or second trick telegrapher at Tamms in the amount of one call payment on July 2, 1960.

2. (a) Carrier violated the Agreement between the parties when on July 2, 3, 16, 23 and 29, 1960, it required or permitted employes not covered by the Agreement to transmit and/or receive messages at Venice, Illinois.

(b) Carrier shall compensate either the first or second trick telegrapher at Tolson, Illinois, in the amount of one call payment on July 2, 3 and 16 and in the amount of two call payments on July 23 and 29, 1960.

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties, effective June 1, 1953, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Tamms, Illinois is a station on the Northern Division of this Carrier's lines, about 130 miles south of St. Louis, Missouri. There are two seven-day positions under the Agreement at Tamms. Agent-telegrapher from 7:00 A.M. to 3:00 P.M. and telegrapher from 5:00 P.M. to 1:00 A.M.

Venice, Illinois is located just east of and across the Mississippi River from St. Louis. It is located at the juncture between the Northern Division and the Eastern Division. Tolson, Illinois is on the Northern Division, just east of and across the Mississippi River from St. Louis. Venice and Tolson are about 4 miles distant from each other, Venice just north of East St. Louis,

necessary waste of revenues and manpower, as well as impairment of efficiency of operations, to require that only telegraphers could use the telephone to the extent referred to in this claim. For the contract to contain such a requirement would necessarily be by specific language such as that proposed and rejected. The claim is contrary to the Agreement and the accepted practice and application.

The claim is totally without merit and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: This dispute is the same in all material respects as in Award No. 11730. We adopt the opinion therein as determinative of the issues in this dispute.

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 14th day of January 1964.