

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David Dolnick, Referee

**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**GEORGIA RAILROAD**

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

1. The Carrier violated the parties' Agreement when on May 2, 1958, it required or permitted Train No. 2 to deliver train order No. 19 to Extra 1028 West at Barnett, Ga. (formerly an open telegraph office) which it had received at Crawfordville, Ga.

2. The Carrier also violated the parties' Agreement when on October 9, 1958, it required or permitted Train No. 1 to deliver train order No. 24 to Train No. 22 at Barnett, Ga. (formerly an open telegraph office) which it had received at Camak, Ga.

3. The Carrier shall, because of the violations set forth above, compensate Clerk-Telegrapher B. J. Wilson, regularly assigned Clerk-Telegrapher, idle on his rest day (in the absence of an idle extra telegrapher) a day's pay at the rate of the Barnett, Agent-Telegrapher's position, brought up to date, for each of the dates as set forth in Items 1 and 2 above.

**EMPLOYES' STATEMENT OF FACTS:** There is in evidence an Agreement by and between the parties to this dispute effective September 1, 1949, as amended.

At Page 22 of said Agreement under Article 19, Wage Scale, is listed the position existing at Barnett, Ga., on the effective date of the Agreement.

Pursuant to permission granted by authority of the Georgia Public Service Commission, the Carrier discontinued the agency station at Barnett, Ga., sometime in 1950.

In the Wage Scale of an Agreement between the United States Railroad Administration and the employes in the telegraphers' class and craft as represented by The Order of Railroad Telegraphers on this property, effective October 1, 1918, is among things listed the positions existing at Barnett on the effective date of that agreement. The listings are:

the employes are attempting, through the medium of a favorable award, to broaden the scope rule of the agreement far beyond its intent and purpose.

This case is on all fours with Docket TE-6985, Award No. 7153, and your attention is respectfully directed to the finding in that award.

Carrier contends that the handling of the train orders involved in this claim was in accordance with the rules of the operating department which have been in effect for many years and that such handling was not in contravention of the terms of the current agreement with its employes. Carrier requests that this claim be denied.

**OPINION OF BOARD:** The parties, the Agreement and the issue in dispute are identical with that which is involved in Award 12371.

A comprehensive analysis of the principles and their application to the Agreement appears in Award 12371. We readopt them and apply them to the dispute in this case.

**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 Carrier violated the Agreement.

**AWARD**

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1964.

**CARRIER MEMBERS' DISSENT TO AWARD NO. 12372  
DOCKET NO. TE-11164**

Our dissent to Award No. 12371 is also applicable to Award No. 12372.

P. C. Carter  
D. S. Dugan  
W. H. Castle  
T. F. Strunck  
G. C. White