

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atlantic Coast Line Railroad, that:

1. Carrier violated the Agreement between the parties on April 21, 1961, when it required or permitted Roadmaster R. L. Smith, Jr. and Clerk Alice Fralick, employees not covered by the Agreement, to perform the work of transmitting and receiving messages and/or reports of record by telephone, from Dunnellon, Florida, to Ocala, Florida.

2. Because of this violative act, Carrier shall be required to compensate the senior and second senior idle extra telegraphers, or if no idle extra telegraphers, the senior and second senior idle telegrapher(s) observing rest days, each in the amount of eight (8) hours' pay for April 21, 1961. Claimant to be determined by joint check of the Carrier's records.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective November 1, 1939, as amended and supplemented, is available to your Board and by this reference is made a part hereof as though set out herein word for word.

This dispute was handled on the property in the usual manner through the highest officer designated by Carrier to handle such disputes and failed of adjustment. The dispute involves interpretations of the collective bargaining agreement and is therefore under the provisions of the Railway Labor Act, within the jurisdiction of this Board.

Ocala, Florida, is located on the Ocala Division of the Railroad, on the mainline between High Springs and Croom, Florida. It is also Division Headquarters for the Superintendent and his forces. The Telegraphers' Organization has one position at Ocala, designated as "SW" Office. The Division Train Dispatchers are also located in the same building.

Your Board in following the above remarks stated in Award 10585:

"This Board follows ordinary rules of contract construction, is bound by the provisions of the Agreement before it, having no power to add to or detract therefrom."

The Organization, for many years, has been aware of the fact that the telephone is used for general conversational purposes and that its use by all employees is not prohibited by the agreement. The Organization has acknowledged this fact by serving, over a period of 17 years, numerous proposals which, if adopted, would change the agreement rules.

Carrier contends that the Organization is attempting to change the agreement and practices which have been in effect for many years through an interpretation of your Board rather than through negotiation.

There is no merit in the claims, and the Board is respectfully requested to decline them.

OPINION OF BOARD: In this claim Organization alleges that Carrier violated the Agreement on April 21, 1961 when it permitted or required the Roadmaster at Dunnellon, Florida, not covered by the Agreement, to perform the work of transmitting and receiving messages by telephone to Ocala, Florida.

In Docket TE-10806, which involved a similar issue, we held that the work in question was not the exclusive right of telegraphers. We find therefore, that the Agreement was not violated.

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 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 of the parties 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 31st day of March 1964.