

Award No. 12711
Docket No. TE-13516

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Louis Yagoda, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN RAILWAY COMPANY

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

The Carrier on or about July 3, 1960 initiated and put into effect a program on a system wide basis of removing a large portion of communication work, namely — transmitting and receiving messages and reports of record, which had from time immemorial been performed by employees covered by the Scope of The Telegraphers' Agreement. It is now requiring or permitting employees not coming within the Scope of said Agreement to perform, by means of the telephone in lieu of telegraph, printer and other mechanical telegraph machines, communications service which is reserved to employees of the classes enumerated in the Agreement. In so doing the Carrier violated, and continues to violate, the provisions of the Telegraphers' Agreement, as is shown in the violations listed herein. This is a continuing claim for all violations subsequent to the dates shown herein.

CLAIM NO. 1

Violation No. 1

At 3:58 A.M., October 3, 1960 Clerk Wykel, Hayne, S. C. transmitted by telephone a message of record to Clerk Bailey, Greenville, S. C.

For violation No. 1, Carrier shall compensate Telegrapher L. V. Bullington, Hayne, S. C. account message transmitted by a clerk; also compensate Telegrapher R. F. Mauldin, Greenville, S. C. account message received and recorded by a Clerk.

Violation No. 2

(a) At 8:02 A.M., October 4, 1960 Clerk Potter, Hayne, S. C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S. C.

(b) At 8:02 A.M., October 4, 1960 Clerk Potter, Hayne, S. C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S. C.

(c) At 11:01 A.M., October 4, 1960 Clerk Dodd, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

(d) At 2:48 P.M., October 4, 1960 Clerk Potter, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

For violation No. 2, Carrier shall compensate Telegrapher H.M. Hunsucker, Hayne, S.C. account messages transmitted by Clerks Potter and Dodd; also compensate Telegrapher R. F. Mauldin, Greenville, S. C. account messages received and recorded by Chief Dispatcher Lutz.

Violation No. 3

(a) At 12:20 P.M., October 5, 1960 Clerk Dodd, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.

(b) At 12:20 P.M., October 5, 1960 Clerk Dodd, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.

(c) At 2:50 P.M., October 5, 1960 Clerk Potter, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.

For violation No. 3, Carrier shall compensate Telegrapher J. W. Parker, Hayne, S.C. account messages transmitted by Clerks Dodd and Potter; also compensate Telegrapher C. D. Painter, Greenville, S.C. account messages received and recorded by Clerk Williams, Greenville, S.C.

Violation No. 4

(a) At 11:45 A.M., October 6, 1960 Clerk Thomas, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.

(b) At 2:10 P.M., October 6, 1960 Clerk Potter, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

(c) At 2:50 P.M., October 6, 1960 Clerk Potter, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.

For violation No. 4, Carrier shall compensate Telegrapher J. W. Parker, Hayne, S.C. account messages transmitted by Clerks Thomas and Potter; also compensate Telegrapher C. D. Painter, Greenville, S.C. account messages received and recorded by Clerk Williams and Chief Dispatcher Lutz.

Violation No. 5

At 6:40 A.M., October 8, 1960 Clerk Crawford, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

For violation No. 5, Carrier shall compensate Telegrapher J. F. Addington, Hayne, S.C. account message transmitted by Clerk Crawford; also compensate Telegrapher J. O. Crocker, Greenville, S.C. account message received and recorded by Chief Dispatcher Lutz, Greenville, S.C.

Violation No. 6

At 6:32 A.M., October 9, 1960 Clerk Crawford, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Ivie, Greenville, S.C.

For violation No. 6, Carrier shall compensate Telegrapher J. F. Addington, Hayne, S.C. account message transmitted by Clerk Crawford, Hayne, S.C.; also compensate Telegrapher J. O. Crocker, Greenville, S.C. account message received and recorded by Chief Dispatcher Ivie, Greenville, S.C.

Violation No. 7

At 6:40 A.M., October 10, 1960 Clerk Crawford, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

For violation No. 7, Carrier shall compensate Telegrapher L. V. Bullington, Hayne, S.C. account message transmitted by Clerk Crawford, Hayne, S.C.; also compensate Telegrapher R. F. Mauldin, Greenville, S.C. account message received and recorded by Chief Dispatcher Lutz, Greenville, S.C.

Violation No. 8

(a) At 9:30 A.M., October 10, 1960 Clerk Potter, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.

(b) At 12:27 P.M., October 10, 1960 Clerk Potter, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

(c) At 1:37 P.M., October 10, 1960 Clerk Potter, Hayne, S.C. received, by telephone, and recorded a message of record from Mr. Ferguson's office, Atlanta, Ga.

(d) At 2:25 P.M., October 10, 1960 Clerk Potter, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.

For violation No. 8, Carrier shall compensate Telegrapher W. F. Honeycutt, Hayne, S.C. account messages of record transmitted by Clerk Potter and message of record received and recorded by Clerk Potter, Hayne, S.C.; also compensate Telegrapher R. F. Mauldin, Greenville, S.C. account messages of record received and recorded by Clerk Williams and Chief Dispatcher Lutz, Greenville, S.C.

Violation No. 9

(a) At 6:27 A.M., October 11, 1960 Clerk Wykel, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

(b) At 6:27 A.M., October 11, 1960 Clerk Wykel, Hayne, S. C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S. C.

(c) At 6:27 A.M., October 11, 1960 Clerk Wykel, Hayne, S. C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S. C.

For violation No. 9, Carrier shall compensate Telegrapher H. M. Hunsucker, Hayne, S. C. account messages of record transmitted by Clerk Wykel, Hayne, S. C.; also compensate Telegrapher R. F. Mauldin, Greenville, S. C. account message of record received and recorded by Chief Dispatcher Lutz, Greenville, S. C.

Violation No. 10

(a) At 12:20 P.M., October 11, 1960 Clerk Potter, Hayne, S. C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S. C.

(b) At 2:55 P.M., October 11, 1960 Clerk Potter, Hayne, S. C. transmitted by telephone a message of record to Clerk Williams, Greenville, S. C.

For violation No. 10, Carrier shall compensate Telegrapher R. L. Huie, Hayne, S. C. account messages of record transmitted by Clerk Potter, Hayne, S. C.; also compensate Telegrapher R. F. Mauldin, Greenville, S. C. account messages of record received and recorded by Chief Dispatcher Lutz and Clerk Williams, Greenville, S. C.

Violation No. 11

(a) At 7:50 A.M., October 12, 1960 Clerk Potter, Hayne, S. C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S. C.

(b) At 8:30 A.M., October 12, 1960 Clerk Potter, Hayne, S. C. transmitted by telephone a message of record to Clerk Williams, Greenville, S. C.

(c) At 9:50 A.M., October 12, 1960 Clerk Potter, Hayne, S. C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S. C.

(d) At 10:30 A.M., October 12, 1960 Clerk Potter, Hayne, S. C. received by telephone, and recorded a message of record from Mr. Ferguson's Office, Atlanta, Georgia.

(e) At 11:45 A.M., October 12, 1960 Clerk Dodd, Hayne, S. C. transmitted by telephone a message of record to Clerk Williams, Greenville, S. C.

For violation No. 11, Carrier shall compensate Telegrapher J. W. Parker, Hayne, S. C. account messages of record transmitted by Clerks Potter and Dodd and message of record received by Clerk Potter, Hayne, S. C.; also compensate Telegrapher C. D. Painter, Greenville, S. C. account messages of record received and recorded by Clerk Williams and Chief Dispatcher Lutz, Greenville, S. C.

Violation No. 12

At 6:40 A.M., October 13, 1960 Clerk Crawford, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

For violation No. 12, Carrier shall compensate Telegrapher J. W. Parker, Hayne, S.C. account message of record transmitted by Clerk Crawford, Hayne, S.C.; also compensate Telegrapher C. D. Painter, Greenville, S.C. account message of record received and recorded by Chief Dispatcher Lutz, Greenville, S.C.

Violation No. 13

At 7:45 A.M., October 15, 1960 Clerk Wykel, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

For violation No. 13, Carrier shall compensate Telegrapher J. F. Addington, Hayne, S.C. account message of record transmitted by Clerk Wykel, Hayne, S.C.; also compensate Telegrapher J. O. Crocker, Greenville, S.C. account message of record received and recorded by Chief Dispatcher Lutz, Greenville, S.C.

Violation No. 14

At 7:30 A.M., October 18, 1960 Clerk Dodd, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Lutz, Greenville, S.C.

For violation No. 14, Carrier shall compensate Telegrapher H. M. Hunsucker, Hayne, S.C. account message of record transmitted by Clerk Dodd, Hayne, S.C.; also compensate Telegrapher R. F. Mauldin, Greenville, S.C. account message of record received and recorded by Chief Dispatcher Lutz, Greenville, S.C.

Violation No. 15

At 7:30 A.M., October 21, 1960 Clerk Wykel, Hayne, S.C. transmitted by telephone a message of record to Chief Dispatcher Crocker, Greenville, S.C.

For violation No. 15, Carrier shall compensate J. W. Parker, Hayne, S.C. account message of record transmitted by Clerk Wykel, Hayne, S.C.; also compensate Telegrapher C. D. Painter, Greenville, S.C. account message of record received and recorded by Chief Dispatcher Crocker, Greenville, S.C.

Violation No. 16

(a) At 11:57 A.M., October 23, 1960, Yardmaster Suttle, Hayne, S.C. received and recorded a message of record by telephone from Chief Dispatcher Ivie, Greenville, S.C.

(b) At 9:34 A.M., October 23, 1960 Clerk Potter, Hayne, S.C. transmitted a message of record by telephone to Chief Dispatcher Ivie, Greenville, S.C.

For violation No. 16, Carrier shall compensate Telegrapher J. F. Addington, Hayne, S.C. account Yardmaster Suttle, Hayne, S.C. received and recorded a message of record and Clerk Potter, Hayne, S.C. transmitted a message of record; also compensate Telegrapher J. O. Crocker, Greenville, S.C. account Chief Dispatcher Ivie, Greenville transmitted a message of record and Chief Dispatcher Ivie, Greenville received and recorded a message of record.

Violation No. 17

At 9:31 A.M., October 24, 1960 Clerk Smith, Hayne, S.C. transmitted by telephone a message of record to Clerk Williams, Greenville, S.C.; at 9:35 A.M., October 24, 1960 Clerk Smith, Hayne, S.C. transmitted a message of record to Clerk Biddle, Atlanta, Georgia.

For violation No. 17, Carrier shall compensate Telegrapher L. V. Bullington, Hayne, S.C. account Clerk Smith transmitted message of record to Clerk Williams, Greenville, S.C. and Clerk Biddle, Atlanta, Georgia; also compensate Telegrapher R. F. Mauldin, Greenville, S.C. account Clerk Williams, Greenville, S.C. received, by telephone, and record message of record.

Violation No. 18

At 2:30 P.M., October 25, 1960 Clerk Wright, Hayne, S.C. transmitted message of record, by telephone, to Clerk Williams, Greenville, S.C.

For violation No. 18, Carrier shall compensate Telegrapher H. M. Hunsucker, Hayne, S.C. account message of record transmitted by Clerk Wright, Hayne, S.C.; also compensate Telegrapher R. F. Mauldin, Greenville, S.C. account message of record received and recorded by Clerk Williams, Greenville, S.C.

Violation No. 19

At 1:30 P.M., October 26, 1960 Clerk Wright, Hayne, S.C. transmitted by telephone message of record to Clerk Williams, Greenville, S.C.

For violation No. 19, Carrier shall compensate Telegrapher J. W. Parker, Hayne, S.C. account message of record transmitted by Clerk Wright, Hayne, S.C.; also compensate Telegrapher C. D. Painter, Greenville, S.C. account message of record received and recorded by Clerk Williams, Greenville, S.C. by telephone.

Violation No. 20

(a) At 8:55 A.M., October 27, 1960 Clerk Smith, Hayne, S.C. transmitted by telephone message of record to Clerk Williams, Greenville, S.C.; at 9:00 A.M. Clerk Smith, Hayne, S.C. transmitted by telephone message of record to Clerk Biddle, Atlanta, Ga.

(b) At 8:55 A.M., October 27, 1960 Clerk Smith, Hayne, S.C. transmitted by telephone message of record to Clerk Williams, Greenville, S.C.; at 9:00 A.M., October 27, 1960, Clerk Smith, Hayne, S.C. transmitted by telephone message of record to Clerk Biddle, Atlanta, Ga.

For violation No. 20, Carrier shall compensate Telegrapher J. W. Parker, Hayne, S. C. account messages of record transmitted by Clerk Smith, Hayne, S. C.; also compensate Telegrapher C. D. Painter, Greenville, S. C. account messages of record received and recorded, by telephone, by Clerk Williams, Greenville, S. C.

Compensation for senior idle telegrapher, Charlotte Division, shall be allowed for all subsequent violations after October 31, 1960 as this is a continuing claim.

CLAIM NO. 2

Violation No. 1

(a) At 12:58 A.M., October 13, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Telegraph Operator Marshall (Danville Division) at Salisbury, N. C.

(b) At 1:00 A.M., October 13, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

(c) At 3:32 A.M., October 13, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegrapher Operator Marshall at Salisbury, N. C.

(d) At 3:33 A.M., October 13, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegrapher Operator Marshall at Salisbury, N. C.

Violation No. 2

At 11:07 A.M., October 23, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

Violation No. 3

(a) At 2:50 A.M., October 27, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

(b) At 7:00 A.M., October 27, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

Violation No. 4

(a) At 1:12 A.M., October 28, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

(b) At 2:14 A.M., October 28, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

(c) At 4:01 A.M., October 28, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

(d) At 4:02 A.M., October 28, 1960 Trick Train Dispatcher Walker, Greenville, S. C. transmitted by telephone a message of record to Danville Division Telegraph Operator Marshall at Salisbury, N. C.

For violation No. 1, Carrier shall compensate Telegrapher G. R. Wilkins by paying him one day's pay, 8 hours, at time and one-half rate of the established rate of pay for Telegraphers, Greenville, S. C., regular hourly rate \$2.5650, account Dispatcher Walker transmitted message of record.

For violation No. 2, Carrier shall compensate Telegrapher D. L. Garmon by paying him one day's pay, 8 hours, at time and one-half rate of the established rate of pay for Telegraphers, Greenville, S. C., regular hourly rate \$2.5650, account Dispatcher Walker transmitted message of record.

For violation No. 3, Carrier shall compensate Telegrapher G. R. Wilkins by paying him one day's pay, 8 hours, at time and one-half rate of the established rate of pay for Telegraphers, Greenville, S. C., regular hourly rate \$2.5650, account Dispatcher Walker transmitted message of record.

For violation No. 4, Carrier shall compensate Telegrapher M. D. Blackstone by paying him one day's pay, 8 hours, at time and one-half rate of the established rate of pay for Telegraphers, Greenville, S. C., regular hourly rate \$2.5650, account Dispatcher Walker transmitted message of record.

Compensation for senior idle telegrapher, Charlotte Division, idle and otherwise entitled to the work and compensation, shall be allowed for all subsequent violations after dates herein shown, as this is a continuing claim.

EMPLOYEES' STATEMENT OF FACTS: On or about July 3, 1960, the Carrier put into effect on a system-wide basis the removal of a large portion of the communication work, namely, the transmitting and receiving messages and reports of record which had, from time immemorial, been performed by employees covered by the scope of the Telegraphers' Agreement. It began requiring and permitting employees not coming under the scope of said Agreement to perform, by means of the telephone in lieu of telegraph, printer and other mechanical telegraph machines, communications service which is reserved to employees of the classes enumerated in the Scope Rule of this Agreement. In so doing the Carrier violated, and continues to violate, the provisions of the Telegraphers' Agreement.

On July 9, 1960, General Chairman Watson called attention to this fact by letter to Assistant Vice President, Labor Relations Burroughs, and in-

This dispute concerns alleged violations on nineteen intermittent dates in October 1960, and those nineteen dates only, predicated on specified circumstances and named individuals. By no stretch of the imagination can it be said there is any basis for claims in behalf of unnamed employees for unspecified, undescribed alleged violations on an indefinite number of unnamed dates after October 31, 1960. The blanket claims do not indicate who would be the judge as to what telephone conversations constitute a "violation" of the agreement, nor do they indicate how many penalty payments each week are demanded for the unspecified number of unnamed claimants. In short, the "continuing claims" clearly are not of the type referred to in Section 3 of the August 21, 1954 Agreement.

In support of carrier's position with respect to so-called blanket claims, the following awards are cited, to name but a few: Second Division Awards 2883, 3083, 3549; Third Division Awards 2125, 4117, 4305, 6101, 6179, 6290, 6339, 6388, 6391, 6528, 6708, 6885, 6886, 8383, 9250, 9848; and Fourth Division Awards 1214, 1393 and 1439.

As an example of the Board's findings in such cases, in Second Division Award 3549, the Board held:

"This claim as submitted is so vague, indefinite and uncertain as to make it apparently impossible to compute with certainty the amount intended to be claimed, and, if computed, it would be impossible to determine with certainty the names or identify of the several claimants in whose behalf the claim was intended to be presented and the specific amount intended to be claimed in behalf of each.

The first requirement of the Time Limit Rule is that a claim or grievance be presented in writing by or on behalf of the employee involved. When there is no identifiable claimant or ascertainable amount claimed there is no claim which can be allowed by the Carrier or sustained by the Division.

Claim dismissed."

The evidence of record does not support petitioner's contention that the agreement was violated, nor does it support the claims for pay. Carrier has shown that the claims are designed to exact monetary compensation for service not performed and not needed. There were telegraphers employed and on duty around the clock at "V" and at "UN" telegraph offices. For the reasons set forth herein, the claims should be denied and carrier respectfully requests that the Board so decide.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim submitted alleges violations under two headings. Claim No. 1 alleges thirty-nine instances of impermissible handling of messages by other than telegrapher employees on nineteen dates in October 1960, when information was transmitted or received by Chief Dispatcher or others in his office at Greenville, S.C. in telephone conversations with clerks at Hayne, S.C.

Claim No. 2 alleges eleven instances of violation on four dates in October 1960, when a Train Dispatcher at Greenville, S.C., telephoned messages to a Telegraph Operator at Salisbury, N.C.

The parties make conflicting claims concerning the past practices in handling messages of the type in issue here. The Petitioner contends that this work has in the past been confined to telegraph employes. The Carrier contends that the handling of messages by these non-telegrapher employes has been a practice for a period going back to when telephones were first installed. It states, however:

"Some of these conversations were no doubt needlessly duplicated or confirmed in the past by way of telegrams sent through the telegraph offices at Hayne and Greenville. In the conduct of its business, carrier is under no contractual obligation to provide a duplication of service, or to confirm by telegraph that which has been handled direct by telephone. Wherever such duplication of service can be eliminated or reduced, it is within carrier's province to do so."

It is not contended that the messages involved in these claims were train orders. Consequently, our examination and analysis of the record is necessarily confined to a determination of whether the general type Scope Rule contained in the governing Agreement has been violated. Said Rule merely lists the occupational classifications which are the subject of the Agreement. It has been well-settled by this Board that the criterion for ascertainment of whether work has been impermissibly shifted from or denied to covered employes is that of whether or not exclusivity of assignment of said work has been assured to these employes by customary and traditional practice.

Applying these guides, we find at one place in the record, evidence purporting to show that a conscious transfer of certain kind of work from operators was effectuated. This is in ORT Exhibit 8, page 52 of the record. Petitioner there quotes a notation allegedly made on a copy of a message (the latter dated June 12, 1961 from "G.W.C." at Hayne to "R.P.L." at Greenville). Said notation is stated to read "Please discontinue this to Operators at Hayne. Do not make out in message form, will call Yard each A. M. for information."

According to Petitioner, the notation is shown to be from "R.P.L." to "R.V.E."

The initials given in the foregoing are identified by Petitioner as follows:

G. W. Cruse, Terminal Master at Hayne at the time the June 12th message was transmitted; R. P. Lutz, Chief Dispatcher at Greenville, S. C. and R. V. Earnhardt, who succeeded Cruse as Terminal Trainmaster, Hayne, S. C.

Both the message of June 12, 1961 and the notation alleged to have appeared on a copy thereof are included in a letter dated February 16, 1962 from T. W. Watson, General Chairman, Order of Railroad Telegraphers to J. W. Staley, Assistant Director of Labor Relations, Southern Railway Company.

It must be noted, however, that the date of the message cited (June 12, 1961), post-dates by a substantial period the claims made (involving violations alleged to have occurred on various dates in October 1960). The same is true of the alleged notation, which although undated could obviously not have been made on the copy of the message until after the message had been sent. The same is true of the later letter from Mr. Watson to Mr. Staley which quotes the message (among others) as well as the notation appearing on copy thereof.

The foregoing material appears in the record because of the fact that there was necessarily a passage of time during the processing of these claims from the property to this Board, the Petitioner's Ex Parte Submission to us bearing the date of August 27, 1962.

The exhibits described above cannot, of course, be considered applicable to claims made of violations said to have occurred eight months earlier, and with which, the message on its face, has no connection. It is therefore dismissed from consideration.

In respect to the events which are the subjects of the claims before us, the parties are in basic disagreement concerning the controlling question of whether the disputed work has been exclusively assigned, customarily and traditionally to the telegrapher employees and there is no evidentiary basis in the record for resolution of these opposing contentions of fact. Accordingly, the claims must be dismissed.

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 there is no evidence that the Agreement was violated.

AWARD

The claims are dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 2nd day of July 1964.