

**Award No. 13473**  
**Docket No. TE-12258**

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
**THIRD DIVISION**  
**(Supplemental)**

**John J. McGovern, 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 & Ohio Railroad, that:

1. (a) On December 21, 1959 it required or permitted Trainmaster G. D. Fikes to handle train order No. 48 at Tibbee, Mississippi.

(b) Carrier shall compensate Telegrapher W. L. Adams in the amount of a day's pay.

2. (a) On November 30, 1959 it required or permitted Trainmaster G. D. Fikes to handle train orders Nos. 32 and 33 at Columbus, Mississippi.

(b) Carrier shall compensate Telegrapher W. L. Adams in the amount of a day's pay.

**EMPLOYES' STATEMENT OF FACTS:** The agreements between the parties are available to your Board and are by this reference made a part hereof.

Tibbee, Mississippi and Columbus Mississippi, are stations on the Southern Division of this Carrier, near Artesia, Mississippi. There are no positions under the agreement at either station. There was a position of Agent-Telegrapher at Columbus prior to November, 1955, when it was discontinued. There was a position of non-telegraph agent at Tibbee, which was discontinued quite a number of years ago.

On December 21, 1959, between 8 P.M. and 9 P.M. the Train Dispatcher at Tuscaloosa, Alabama, transmitted the following train order to the operator at Artesia:

**"GULF, MOBILE & OHIO RAILROAD COMPANY**  
**Train Order No. 48**

To C&E Extra 744 North at Tibbee  
c/o G. D. Fikes

Dec. 21, 1959  
Artesia, Miss.

No. 31 Eng 737 meet Extra 744 North at Muldon instead  
of Tibbee

s/ BHP  
Chief Train Dispatcher

Made Comp. 820 PM Dispatcher CHG Operator Pilkinton "

This rule was designed to penalize the Carrier by requiring time and one-half payments, plus expenses, when telegraphers were required to perform duties on other than their regular assignments and the rule specifically provides that they will not perform such duties "except in case of emergency". There was no emergency in the instant case, such as to require the services of a telegrapher. As a matter of fact, a telegrapher would have contributed nothing to the safety, efficiency or economical performance of the trains. His use would have only contributed to further delaying the train.

#### CONCLUSION

The Agreement does not contemplate that telegraphers perform duties at non-telegraph stations, nor does it contemplate payments to telegraphers when duties are performed by others at non-telegraph stations. The only mention of train orders in the Agreement between the parties is that contained in Rule 15, which means and has been so construed by this Board to apply only at points where telegraphers are employed. The Telegraphers' Organization has three times proposed that the Agreement be changed to provide payments such as asked for here. Each of these proposals has been carefully considered and declined. This Board should not by interpretation write into the Agreement what the parties carefully considered and deliberately rejected.

The claim here presented is not supported by the Agreement and should be denied.

(Exhibits not reproduced).

**OPINION OF BOARD:** The Claim involves the handling of train orders at locations where telegraphers covered by the agreement are not employed. Awards 8207, 11331, 11989 and 12761 involved the same issues between the same parties. Those awards are not erroneous and are dispositive of the claim herein. We will accordingly deny the Claim.

**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 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 15th day of April 1965.