

Award No. 13872

Docket No. TE-13067

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)**

THE MONONGAHELA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Monongahela Railway with respect to the following:

Time claim of Lorraine Morris, Block Operator, dated June 14, 1960, allow 30 minutes at time and one-half rate, FA Tower, 3:45 P.M. to 4:15 P.M., June 4, 1960. Scope Rule of Agreement effective August 1, 1947, violated by officials of the Carrier directing Block Operator Lorraine Morris to place train orders and clearance card on Train Register Book in Trainmen's Room for later delivery to the crew of Coal Train 422-412-401 North, called for 4:00 P.M., after Operator Morris had gone off duty. Article V(b) supporting claim. (65-TE) (M-753).

EMPLOYEES' STATEMENT OF FACTS: The facts in this dispute are better stated in the following correspondence exchanged by the parties on the property prior to appeal to this Board:

"THE MONONGAHELA RAILWAY COMPANY

**Brownsville, Pa.
June 21, 1960**

**Lorraine Morris
Block Operator**

Dear Madam:

This will acknowledge receipt of your time claim dated June 14, 1960, reading as follows:

Allow 30 minutes at time and one-half rate, FA Tower, 3:45 P.M. to 4:15 P.M., June 4, 1960. Scope Rule of Agreement effective August 1, 1947, violated by officials of the Carrier directing Block Operator Lorraine Morris to place train orders and clearance card on Train Register Book in Trainmen's Room for later delivery to the crew

right and the duty to exercise judgment as to the best and most efficient way to run the business."

AWARD 2491

"We can only interpret the contract as it is and treat that as reserved to the carrier which is not granted to employees by the agreement."

AWARD 2622

"Far better for all concerned is a course of procedure which adheres to the elemental rule, leaving it up to the parties by negotiation or other proper procedure to make certain that which has been uncertain."

AWARD 5079

"This Board has consistently held by a long line of awards that the function of this Board is limited to the interpretation and application of agreements as agreed to between the parties. Award 1589. We are without authority to add to, take from, or write rules for the parties. Awards 871, 1230, 2612, 3407, 4763."

CONCLUSION

Carrier has conclusively shown the claim not to be valid under any rule or provision of the Telegraphers' Agreement, and that this position is supported by Awards of the Third Division, National Railroad Adjustment Board.

Carrier holds the claim to be without merit and requests that it be denied.

OPINION OF BOARD: The issue presented by the facts of this case is whether or not the controlling Agreement reserves to telegraphers the right to make personal delivery of train orders to the crews. The same question, contentions and Agreement, and substantially the same claim, were before us when we issued denial Award 13871. No valid reason is perceived for arriving at a different result in the present case and the claim will be denied.

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 30th day of September 1965.