

Award No. 14455
Docket No. TE-12235

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arnold Zack, Referee

PARTIES TO DISPUTE:

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

NORFOLK SOUTHERN RAILWAY COMPANY

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

1. The Carrier violated the agreement between the parties when and because it required or permitted the STAR (non-operator) agent at Vanceboro, North Carolina, to handle by use of the dispatcher's telephone communications of record (messages and reports) on the dates specified below, and that it further violated and continues to violate Article 13(b) of the Schedule Agreement of August 1, 1937, when it failed and refuses to remove the telephone and wires from "at or about" said station at Vanceboro:

January 15, 16, 19, 20, 23, 26, 27;

February 2, 3, 4, 9, 10, 11, 12, 16, 17, 18, 19, 24;

March 3, 4, 5, 18, 19, 20, 23, 24, 25, 26, 27, 30, 31;

April 1, 2, 3, 6, 7, 8, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23,
24, 27, 28, 29, 30;

May 1, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22,
25, 26, 27, 28, 29, 30;

June 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 15, 16, 17;

July 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 21, 22, 23, 24,
27, 28, 29, 30, 31;

August 3, 4, 6, 7, 12, 13, 14, 18, 20, 27, 28, 31;

September 1, 2, 4, 8, 9, 10, 11, 21, 22, 23, 24, 25, 30;

October 1, 2, 5, 6, 7, 8, 9, 12, 13, 14, 16, 20, 22, 23, 26, 27,
28, 30;

November 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20,
23, 24, 25, 27, 30;

December 1, 3, 4, 7, 8, 9, 11, 14, 15, 16, 17, 18, 22, 23, 29,
30, 31, 1959;

January 4, 5, 6, 11, 12, 13, 14, 15, 1960.

2. As a consequence of said violations we request that the senior idle operator, extra in preference, be compensated a minimum of a day's pay for each date on which the above communications were so handled.

3. The agent-operator's rate of pay shall be restored at Vanceboro effective as of May 6, 1957, and to remain in effect until such time as the wires are removed in accordance with Article 13(b) of the Schedule Agreement.

4. The senior idle operator, extra in preference, shall be compensated a minimum of eight (8) hours for each day that said telephone remains "at or about" the station at Vanceboro, commencing May 6, 1957, and continuing until such time as the wires are removed as provided for by the agreement.

EMPLOYEES' STATEMENT OF FACTS: Carrier's main line extends westward from Norfolk, Virginia to Charlotte, North Carolina, a distance of 381 miles. Marsden, North Carolina is located 127 miles west of Norfolk. At Marsden the New Bern-Bayboro branch spurs southward for 45 miles. Vanceboro is situated 15 miles south of Marsden.

The currently effective agreement as of August 1, 1937 lists an agent-operator's position at Vanceboro as per the following:

Station	Position	"Pro-Rata Hourly Rate	Overtime Hourly Rate	Monthly Rate
Vanceboro	A-O	\$0.67	\$1.00½"	

Article 13(a) and (b), as to the classification of employees, provides:

"(a) When regular telegraph and/or telephone duties are added to a non-telegraph or non-telephone position, the rate of pay shall be increased to conform to that of existing positions of similar work and responsibility, such rate shall become effective as of the date change takes place.

(b) Where regular telegraph or telephone offices are discontinued as such and the wires removed, compensation will be adjusted to conform to that of existing positions of similar work and responsibility."

Commencing with the October 1, 1919 Agreement and continuing with each agreement thereafter, i.e., July 1, 1921, January 16, 1922, June 1, 1924, December 16, 1926, and August 16, 1937, Vanceboro has borne the classification of agent-operator.

On February 12, 1942, the Carrier reclassified the agent-operator's position at Vanceboro, rate 77 cents per hour, to that of non-telegraph, non-telephone agent, rate \$97.92 per month. The Carrier did not remove the

OPINION OF BOARD: The dispute is similar to the one in Award 14454 and the claim will be denied for the reasons stated in that Award.

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 24th day of May 1966.