

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Benjamin H. Wolf, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly 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 and Ohio Railroad, that:

1. Carrier violated the Agreement between the parties when on December 30, 1961, at 8:25 P. M. (a time no telegrapher was on duty at Okolona, Mississippi), it required or permitted Conductor A. R. Betts, an employe not covered by the Agreement, to transmit by telephone from Okolona, a long switch list (car numbers, initials and destinations) to the yard clerk at Artesia, Mississippi. Also in violation of the Agreement, Conductor Betts transmitted a message of record by telephone from Okolona to the telegrapher at Artesia at 8:46 P. M. on December 30, 1961.

2. Because of these violative acts Carrier shall be required to compensate J. J. Brewer, Swing Telegrapher who worked first trick at Okolona from 8:00 A. M. to 4:00 P. M., December 30, 1961, for two (2) hours' pay at his overtime rate.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective June 1, 1953, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Okolona, Mississippi is located on the Southern Division (Old M&M District) of the Carrier's lines. There are two telegrapher positions at Okolona. Both are seven-day positions. The assigned hours of the first-shift are 8:00 A. M. to 4:00 P. M., and the second-shift from 12 Midnight to 8:00 A. M. No telegrapher is assigned to work between 4:00 P. M. and midnight. Claimant J. J. Brewer is the occupant of the Relief Position (relieving on both positions on the rest days thereof), and relieved on the first shift position on December 30, 1961 (Saturday).

At 8:25 P. M. on December 30, 1961, a time when no telegrapher was on duty at Okolona, Conductor A. R. Betts in charge of Train No. 31, tele-

lead to confusion and misunderstanding among people familiar with railroad terms.

The claim also refers to a conversation between a conductor at Okolona and a telegrapher at Artesia. The Carrier has no knowledge or information regarding the contents of this telephone conversation and the Organization has not seen fit to furnish the Carrier with whatever further information they have regarding this conversation.

The Agreement between the parties is one effective June 1, 1953, copy of which is on file with this Board and by reference made a part hereof.

OPINION OF BOARD: The precise issue here presented has been before the Board on numerous occasions in disputes between the same parties, involving the same agreement and similar contentions. The awards rendered on the prior disputes have been generally unfavorable to the employees.

No purpose would be served by an exhaustive analysis of the prior awards and comparison with the present case. It is enough to note that there are no distinguishing differences in principle between this case and those covered by Awards 12097, 11843 and 11707. The prior awards are not palpably erroneous and they must be considered to be controlling. Accordingly, 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 2nd day of June 1966.