



Award No. 14486
Docket No. TE-14190

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. (a). Carrier violated the Agreement between the parties when on May 16, 1962 it required or permitted a track supervisor, not covered by said Agreement, at Sparta, Illinois, to transmit a message to the train dispatcher.

(b). Carrier shall compensate H. E. Neilson, agent-operator at Sparta, in the amount of a minimum call payment.

2. (a). Carrier violated the Agreement between the parties when on May 16, 1962 it required or permitted a section foreman, not covered by said Agreement at Bixby, Illinois, to transmit a message to the train dispatcher.

(b). Carrier shall compensate the senior idle telegrapher, extra in performance, on Seniority District No. 3, in the amount of a day's pay (8 hours).

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.

CLAIM NO. 1

Sparta, Illinois is a station on the Northern Division. On May 16, 1962, while the agent-operator was on duty at Sparta, Track Supervisor Lipe came in the telegraph office and, without permission, used the train dispatcher's telephone to transmit the following message to the train dispatcher at Murphysboro, Illinois:

"8:01 A.M. to 3:01 P.M. May 16 from a point 2500 feet north of MP 637 to a point 3000 feet north of MP 638 between East Carondelet and Bixby track is impassable stop and do not enter these limits until notified by Foreman in charge that track is passable."

Because of this use of the telephone, a claim was filed for compensation of two hours' overtime payment to H. E. Neilson, the agent-operator at Sparta, Illinois, in addition to compensation received for services rendered. A claim was also made for some unidentified telegrapher for eight hours' payment, in addition to compensation for services rendered. The claim alleges a violation of the scope rule of the current agreement. For ready reference, the scope rule of the agreement between the parties provides:

RULE 1
Scope

"(a) This agreement shall govern the employment and compensation of manager-operators, wire chiefs, telegraphers, telephone operators (except switchboard operators), agent-telegraphers, agent-telephoners, clerk-telegraphers, clerk-telephoners, teletype and/or printer operators (to the extent covered by agreement dated October 27, 1947), towermen, levermen, tower and train directors, block operators, and staffmen, specified in wage scale, and analogous positions hereafter established; also such agents as are listed herein.

(b) The word 'employee' as used in this agreement shall include all classifications coming within the scope of this agreement unless specified classifications of employees are set forth."

OPINION OF BOARD: The dispute herein involves the same parties and the same basic contentions by the parties as involved in Award 14482 and for the reasons stated in that award the claim herein is 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.

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