

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bernard E. Perelson, Referee

PARTIES TO DISPUTE:

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

ATLANTIC COAST LINE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Atlantic Coast Line Railroad, that:

1. Carrier violated the Agreement between the parties when on October 11, 1961 and November 6, 1961, it required or permitted employes not covered by the Agreement at Lakeland, Florida, to handle communications of record from the train dispatcher at Tampa, Florida.

2. Carrier shall compensate the senior idle extra telegrapher on October 11, 1961 and November 6, 1961, and, if no extra telegrapher idle, the senior idle telegrapher observing a rest day on October 11, 1961 and November 6, 1961, one day's pay each (eight hours) at the minimum telegraphers' (telephoners') rate on such seniority district because of the violation stated above.

3. Carrier violated the Agreement between the parties when on November 29, 1961, it required or permitted employes not covered by the Agreement at Lakeland Yard Office, Lakeland, Florida, to handle communication of record from the train dispatcher at Tampa, Florida.

4. Carrier shall compensate the senior idle extra telegrapher November 29, 1961, and, if no extra telegrapher idle, the senior idle telegrapher observing rest day on November 29, 1961, one day's pay (eight hours) at the minimum telegraphers' (telephoners'), rate on such seniority district.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, as amended and supplemented, is available to your Board and by this reference is made a part hereof as though set forth herein word for word.

Two disputes are submitted herein involving interpretation of the collective bargaining agreements and were handled on the property in the usual manner through the highest officer designated by Carrier to handle such

CARRIER'S STATEMENT OF FACTS: The Employees' Statement of Claim fails to state that the territory covered in this dispute involves train and yard operations in Centralized Traffic Control territory and neither communications of record nor train orders are involved in the claim.

The claim is in behalf of the senior idle extra telegrapher at the minimum telegrapher's rate for each day when employes other than telegraphers handled so-called "communications of record" allegedly affecting the movement of yard engines entirely within Centralized Traffic Control territory, as shown in the following table:

Paragraph of Claim	Date	Yd. Eng.	Employee	Station	CTC Control Station
1	10-11-61 9:31 AM	Engine 667	Gen. Yardmaster Spears	Lakeland- Winston Yd.	Tampa, Florida
1	11-06-61 9:26 AM	Engine 602	Clerk Beale	Lakeland- Winston Yd.	Tampa, Florida
3	11-29-61 9:37 AM	Engine 713	Clerk Beale	Lakeland- Winston Yd.	Tampa, Florida
3	11-29-61 10:20 AM	Engine 713	Clerk Beale	Lakeland- Winston Yd.	Tampa, Florida

Representative of the Organization has taken the position that no employes except telegraphers have any right to make direct calls to the control station in these instances—the train dispatcher—to obtain or secure permission to occupy the track under protection of signals controlled by the train dispatcher, and that in doing so the employes "handled communications of record from the train dispatcher", in violation of the Telegraphers' Agreement.

The General Chairman was advised that calling the train dispatcher for time and working limits in Centralized Traffic Control territory was not in violation of the Telegraphers' Agreement, and was in accordance with Rules 557 and 561 of "Rules of the Operating Department."

(Exhibits not reproduced.)

OPINION OF BOARD: The Organization makes claim that the Carrier violated the Agreement between the parties as follows:

1. Carrier violated the Agreement when on October 11, 1961, and November 6, 1961, it required or permitted employes not covered by the Agreement at Lakeland, Florida, to handle communications of record from the train dispatcher at Tampa, Florida.

2. Carrier violated the Agreement when on November 29, 1961, it required or permitted employes not covered by the Agreement at Lakeland Yard Office, Lakeland, Florida, to handle communications of record from the train dispatcher at Tampa, Florida.

The material facts are not in dispute.

This Docket was certified for simultaneous handling with Award No. 14536, Docket TE-13825, the issues involved in both Dockets being the same.

Our opinion in Award No. 14536 is hereby made the opinion of the Board in this Docket with the same force and effect as if fully set forth herein.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 between the parties was not violated.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June 1966.