

Award No. 15904
Docket No. TE-15617

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John J. McGovern, Referee

PARTIES TO DISPUTE:

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

GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees' Union (formerly The Order of Railroad Telegraphers) on the Southern Railway System, that:

1. Carrier violated the Telegraphers' Agreement when on Sunday, April 28, 1963, it required or permitted fireman F. B. Watson on Train No. 1 at Unadilla, Georgia, to communicate by radio with the train dispatcher at Macon, Georgia, a tentative OS report of location of No. 1 that at 3:50 P. M. Train No. 1 was passing Unadilla, Georgia. Hereinafter referred to as violation No. 1 in claim letter.

2. Carrier violated the Telegraphers' Agreement when on Tuesday, May 2, 1963, at 8:12 P. M. it required or permitted conductor B. J. Watkins on Extra 4267 North to communicate by telephone with the train dispatcher at Macon, Georgia from Fargo, Georgia and OS, report the departure of his train Extra 4267 North from Fargo, Georgia, at 8:22 P. M., hereinafter referred to as violation No. 2 in claim letter.

3. Carrier violated the Telegraphers' Agreement when on Friday, May 3, 1963, at 8:47 P. M., it required or permitted road foreman of engines, F. T. Copeland on Train No. 153 at Hahira, Georgia, to communicate with the train dispatcher at Macon, Georgia, by radio, a tentative OS report of location of train No. 153 that they were passing Hahira. Hereinafter referred to as violation No. 3 in claim letter.

4. Carrier violated the Telegraphers' Agreement when on Saturday, May 11, 1963, it required or permitted brakeman T. B. Rentz on Train No. 153 to communicate by radio with the train dispatcher at Macon, Georgia, a tentative OS report and report that GAS&C did not have any connections for No. 154 to pick up at Ashburn, and that they were by Ashburn at 7:48 P. M. Hereinafter referred to as violation No. 4 in claim letter.

5. Carrier violated the Telegraphers' Agreement when on Saturday, May 18, 1963, it required or permitted conductor McCallum on Train No. 154 to communicate by telephone from Ashburn, Georgia with the train dispatcher at Macon, Georgia, and report his Train No. 154 leaving Ashburn at 2:20 A. M. Hereinafter referred to as violation No. 5 in claim letter.

For violation No. 1 as herein referred to, the Carrier shall compensate Claimant B. L. Cooper by paying her one call of two hours and forty minutes at time and one-half rate of pay.

For violation No. 2 as herein referred to, the Carrier shall compensate Claimant R. E. Hart by paying him one call of two hours and forty minutes at time and one-half rate of pay.

For violation No. 3 as herein referred to, the Carrier shall compensate Claimant M. B. Reinhardt, by paying her one call of two hours and forty minutes at time and one-half rate of pay.

For violation No. 4 and 5 as herein referred to, the Carrier shall compensate Claimant J. D. Jordan by paying him one call for each violation at rate of time and one-half rate of pay.

EMPLOYEES' STATEMENT OF FACTS: At each of the locations named in the Statement of Claim, namely Unadilla, Georgia, Fargo, Georgia, Hahira, Georgia and Ashburn, Georgia, there is an assigned Agent-Telegrapher position. On the dates and times in the claim, train service employees and a road foreman of engines transmitted a train report or OS to the dispatcher in violation of the Agreement. There has been no dispute concerning the facts except the Carrier has interpreted the train report to be merely an informing the dispatcher of the location of a particular train. In each of the five violations, claim was made for the Agent-Telegrapher assigned at the individual location for a call payment at the rate of time and one-half. The claim was handled and declined by the highest officer designated to handle claims and grievances and is now properly before your Board for final adjudication.

CARRIER'S STATEMENT OF FACTS: The main line of the Georgia Southern and Florida Railway (GS&F) extends from Macon, Georgia, 262 miles south to Jacksonville, Florida. The locations involved in this dispute, Unadilla, Ashburn, Hahira and Fargo, Georgia, are located, respectively 44 miles, 85 miles, 138 miles and 198 miles south of Macon, the division headquarters point.

During the period involved in this dispute, April and May 1963, B. L. Cooper was the regularly assigned agent-telegrapher at Unadilla, with assigned hours of 8:00 A. M. to 5:00 P. M., Monday through Friday and rest days of Saturday and Sunday; J. D. Jordan was the regularly assigned agent-telegrapher at Ashburn, with assigned hours of 8:00 A. M. to 5:00 P. M., Monday through Friday and rest days of Saturday and Sunday; M. B. Reinhardt was the regularly assigned agent-telegrapher at Hahira, with assigned hours of 8:00 A. M. to 5:00 P. M., Monday through Friday and rest days of Saturday and Sunday; and R. E. Hart was the regularly assigned agent-telegrapher at Fargo, with assigned hours of 8:00 A. M. to 5:00 P. M., Monday through Friday and rest days of Saturday and Sunday (all locations being one-man stations).

This agreement is revised as of September 1, 1949 and shall continue in effect until thirty (30) days' written notice is given by either party to the other of desire to revise or modify in accordance with the provisions of the Railway Labor Act."

OPINION OF BOARD: In this dispute, the Petitioner asserts that the use of wayside booth telephones on line of road and radios on moving trains by train crew members and officers to converse with train dispatchers on matters pertaining to the movement of trains was in violation of the Scope Rule.

Petitioner on the one hand contends that these messages were in effect OSing of trains, whereas Carrier counters with the explanation that these messages were merely exchanges of information. There is no evidence that the messages in question were made a matter of record. The identical issue and the identical Scope Rule, although it involved a different Carrier, were presented to us in Award 15903. We adhere to and adopt the reasoning of that opinion and the opinion itself and will accordingly deny these claims.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties 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 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 31st day of October 1967.