

Award No. 16020
Docket No. TE-14555

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

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

SOUTHERN RAILWAY COMPANY

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

CLAIM NO. 1

1. Carrier violated Agreement when on the 1st day of June, 1962 it required or permitted Conductor E. H. Rutledge, Parrish Mine Run to perform the block operator's duties at Cordova, Alabama. T. L. Owens, Jr., is Agent-Telegrapher at Cordova, Alabama. Horace W. Cagle, Agent, Parrish, Alabama.

2. On Friday, June 1, 1962, Conductor Rutledge came on the Dispatcher's telephone at Cordova, Alabama and wanted to know how No. 91 was. Mr. W. C. Johnson, Trainmaster, was at Parrish, Alabama and he told Conductor Rutledge to come to Parrish, Alabama, and that he would be given flag protection against train No. 91. The Mine Run then proceeded to Parrish.

3. Carrier shall compensate Horace W. Cagle, Agent-Telegrapher, Parrish, Alabama and T. L. Owens, Jr., Agent-Telegrapher, Cordova, Alabama, for two (2) hours and forty (40) minutes at time and one-half rate of pay for permitting Conductor E. H. Rutledge and Trainmaster W. C. Johnson to perform work belonging to persons covered by Telegraphers' Agreement exclusively.

CLAIM NO. 2

1. Carrier violated Rule 1 of the Telegraphers' Agreement when at 2:05 P. M., Thursday, April 26, 1962, it required or permitted Conductor Savage on the Parrish Mine Run, who was at Bryan, Alabama, to perform block operator's duties by securing block through the dispatcher and the operator at Cordova, Alabama, that the operator at Cordova, Alabama would hold train No. 153 at Cordova, Alabama, until his train, the Parrish Mine Run, could reach Cordova, Alabama.

2. For the aforesaid violation of the Telegraphers' Agreement the Carrier shall compensate Mr. C. E. Hayes, senior idle available extra telegrapher, Birmingham Division, that date, April 26, 1962, by paying him a day's pay (8 hours) at minimum rate of pay for telegraphers, Birmingham Division.

CLAIM NO. 3

1. Carrier violated Agreement when on 23rd day of May, 1962, it required and permitted Conductor Savage, train service employe on Parrish Mine Run, to perform work of block operator at Blossburg Junction, Alabama.

2. Carrier shall compensate L. C. Morgan, senior idle extra telegrapher, Birmingham Division, for eight (8) hours at the appropriate rate (minimum telegrapher-telephoner rate) for this violation.

3. Carrier shall compensate H. W. Cagle, Agent-Telegrapher, Parrish, Alabama, for one call, two (2) hours and forty (40) minutes, at time and one-half rate, pro rata rate (regular rate \$2.5650 per hour) for this violation set forth above. Total amount \$10.24.

CLAIM NO. 4

1. Carrier violated Agreement when on the 6th day of June, 1962, it caused, required or permitted Conductor J. C. Moore, Parrish Mine Run, and Trainmaster W. C. Johnson, employes not covered by the Telegraphers' Agreement, to perform work of block operator at or near Blossburg Junction, Alabama and Parrish, Alabama.

2. Carrier shall compensate J. N. Bostick, extra telegrapher, Birmingham Division, for eight (8) hours, 1 day's pay at minimum rate for telegraphers on Birmingham Division.

3. Carrier shall compensate H. W. Cagle, Agent-Telegrapher, Parrish, Alabama, for two (2) hours and forty (40) minutes at time and one-half pro rata rate, one call for such violation.

CLAIM NO. 5

1. Carrier violated the Telegraphers' Agreement when on the 21st day of June, 1962, it caused, required or permitted Conductor Brazil, Train No. 64, to block his train against Train No. 154, with train dispatcher, over train dispatcher's telephone. Conductor Brazil, an employe of the company not covered by the Telegraphers' Agreement, violated the Telegraphers' Agreement, Rule 1 — Scope, in performing this service.

2. Carrier shall compensate H. W. Cagle, Agent-Telegrapher, Parrish, Alabama, for two (2) hours and forty (40) minutes at time and one-half pro rata rate, one call for such violation.

EMPLOYES' STATEMENT OF FACTS: The five claims in this docket arose as a result of other than telegraphers using the telephone to transmit and receive messages which affected the movement and control of traffic. In

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: This case concerns application of the same Agreement between the same parties as the cases we decided recently in our Awards Numbers 15900 and 15903; and involved are factual situations essentially the same as some of those we dealt with in those cases. We will decide the claims here on the same basis we decided the claims in those Awards.

The facts relating to Claim No. 1 here are like those involved in Claim 2 in Award 15900; we sustained that claim.

The facts relating to Claim No. 2 here are like those in Claim 3 in Award 15900; we denied that claim.

The facts relating to Part 2 of Claims Nos. 3 and 4 here are like those in Claim 3 in Award 15900; and the facts relating to Part 3 of Claims Nos. 3 and 4 here are like those in Claim 2 in Award 15900.

The facts relating to Claim No. 5 here are like those involved in our Award 15903 where we denied the claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 Carrier violated the Agreement.

AWARD

Claim No. 1 sustained;

Claim No. 2 denied;

Claim No. 3 sustained except as to part 2, which is denied;

Claim No. 4 sustained except as to part 2, which is denied; and

Claim No. 5 denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 21st day of December 1967.

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