



Award Number 17716

Docket Number TE-16782

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Gene T. Ritter, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
CENTRAL OF GEORGIA RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Central of Georgia Railway Company, that:

Claim No. 1

- (a) Claim is hereby made for a 2-hour call at one and one-half times pro rata hourly rate of \$2.7028 per hour for the senior available telegrapher, extra in preference, account Carrier violated the Agreement when on August 28, 1965, it caused, required or permitted a Train Service Employee on Train No. 89 to handle Train Order No. 331 at the Ida Cason Gardens, Ga., via telephone.
- (b) There being no extra telegrapher available on this date, the senior available telegrapher being L. L. Carter, Sylacauga, Alabama, who was available and was not called, the Carrier will now compensate Telegrapher Carter for one 2-hour call at time and one-half account rest days.

Carrier's file TE-80179

Claim No. 2

- (a) Claim is hereby made for a 2-hour call at one and one-half times pro rata hourly rate of \$2.7028 per hour for the senior available telegrapher, extra in preference, account Carrier violated the Agreement when on August 30, 1965, it caused, required or permitted Conductor C. T. Turner on Extra 153 East to handle Train Order No. 240 at Zellobee, Ga., by the use of the telephone.
- (b) There being no extra telegrapher available on this date, the senior available telegrapher being Mr. J. C. Campbell, Vacation Relief Telegrapher, Opelika, Ala., who was available and was not called, the Carrier will now compensate Telegrapher Campbell for one 2-hour call at time and one-half account rest day.

Carrier's file TE-80180

lanta and West Point Railroad trains and ticket sales, as well as Central of Georgia. Operator-Clerk Collins works just as much for the WofA-A&WP as he does for the Central of Georgia Railway. Operator-Clerk Collins relayed the train order to the Conductor waiting in the phone booth at bleecker, Alabama siding (the depot has long ago been removed). The phone booth at the Bleecker siding was installed in the year 1917 for just such use as occurred on October 16, 1965. This phone has been so used many times each and every year since it was installed for the very purpose here complained of by the Organization.

CLAIM NO. 5 (Carrier's File TE-80186)

Train Order No. 25 was given in the usual and customary way by the Train Dispatcher at Columbus, Georgia, to Operator Collins, who was on duty and under pay at "YD" train order office at Columbus, Georgia Yard, as evidenced by CARRIER'S EXHIBIT 5-A, hereto attached. Operator Collins relayed the train order to the Conductor waiting in the phone booth at the Royal City, Alabama siding. The phone booth at that siding was installed in the year 1924 for just such use as occurred on October 20, 1965. This phone has been so used many times each and every year since it was installed for the very purpose here complained of by the Organization.

CLAIM NO. 6 (Carrier's File TE-80190)

Train Order No. 51 was given in the usual and customary way by the Train Dispatcher at Columbus, Georgia, to Operator Jones, who was on duty and under pay at "YD" train order office at Columbus, Georgia Yard, as evidenced by CARRIER'S EXHIBIT 6-A, hereto attached. Operator Jones relayed the train order to the Conductor waiting in the phone booth at bleecker, Alabama siding (the depot has long ago been removed). The phone booth at the Bleecker siding was installed in the year 1917 for just such use as occurred on October, 25, 1965. This phone has been so used many times each and every year since it was installed for the very purpose here complained of by the Organization.

THE AGREEMENT

The rules and working conditions agreement between the parties is effective October 31, 1959, as amended. Copies are on file with your Board, and the agreement, as amended, is hereby made a part of this dispute as though reproduced herein word for word.

There are no "extra telegraphers" or "telegraphers" employed anywhere on this Carrier. There are no telegraph wires. Job titles are listed on Pages 44 to middle of Page 50 of the printed agreement.

(Exhibits not Reproduced)

OPINION OF BOARD: The issues involved in this dispute are identical to the issues involved in Award No. 17714.

Therefore this Claim will be sustained for the same reasons as set out in said Award 17714.

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 the Agreement was violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of February 1970.