

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

James M. Douglas—Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

MISSOURI PACIFIC LINES IN TEXAS AND LOUISIANA

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on Missouri Pacific Lines in Texas and Louisiana, that Della F. Bruce, the regularly assigned night operator at Huffman, Texas, shall be paid for a call on February 21, 1945, account the train dispatcher calling the section foreman at Harmaston, an adjoining station, to OS trains by means of the telephone, prior to operator Bruce coming on duty to evade paying her a call to which she was entitled and for which she was available.

EMPLOYES' STATEMENT OF FACTS: An agreement bearing date October 15, 1940, as to rates of pay and rules of working conditions is in effect between the parties to this dispute.

Prior to February 20, 1945, Huffman, Texas, was continuous train order office, at which the Carrier maintained a first, second and third trick operator.

Effective February 20, 1945, the Carrier discontinued the second trick operator position, which means that telegraph or telephone service was no longer needed at that station during the hours of the discontinued position.

It is the customary practice at such two shift offices where the agent-telegrapher goes off duty around 4:00 P. M. and the night operator comes on duty on or about 10:00 P. M., that the first trick operator will be given calls for the first four hours following his regular shift, and the night operator will be given calls for the remaining four hours immediately prior to going on duty at 10:00 P. M.

At Harmaston, Texas, a blind siding 6 miles west of Huffman where no operator is employed, section foreman Amy lives in the section house which is equipped with the dispatcher's telephone.

On February 21, 1945, the first trick agent-telegrapher, Sammons, at Huffman, had been given two calls during the first four hours following his regular shift to which he was entitled. On this same day, operator Bruce, the night operator at Huffman was present in the office beginning at 6:00 P. M. and was available for the call expected to be made after agent-telegrapher Sammons left the office. Operator Bruce was told by the train dispatcher at 6:30 P. M. that he would probably need her in a few minutes. Later the train dispatcher rings the section foreman at Harmaston and secured the information needed and then calls Huffman station and tells operator Bruce she will not be needed. Operator Bruce

property operates at such a speed—105 miles per hour, or 1.75 miles per minute.

We do not know, as the General Chairman has never informed us, from what source the information was obtained that the section foreman OSed trains by Harmaston to the train dispatcher on February 21, 1945. It is evident, however, that the claim is based on erroneous information and is not supported by the information obtained by the Carrier in its investigation of the Employees' allegation. It will be noted that the General Chairman in his handling of the dispute with the Carrier has not denied, nor even challenged, the correctness of the statements of the train dispatcher and the section foreman, although he was informed of these statements by the Assistant General Manager in letter dated July 9, 1945, (Carrier's Exhibit "D"), and was again informed of these statements by the Chief Personnel Officer in letter dated August 7, 1945, (Carrier's Exhibit "F"). The Superintendent's letter to the General Chairman under date of May 7, 1945, (quoted in paragraph 6 of the Carrier's Statement of Facts) to the effect that the section foreman happened to come in on the telephone and the dispatcher asked him if these trains had passed is obviously in error, as that information is not borne out by the statements of the train dispatcher and the section foreman.

In the light of the foregoing record, it is quite evident that there is no basis in fact for the contention and claim of Employees as presented. Therefore, it is the position of the Carrier that the contention of the Employees should be dismissed and the claim accordingly denied.

The claim as here presented for one call or three hours amounts to \$2.61; i. e., three hours at 87¢—\$2.61.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant is the regular assigned night operator at Huffman, Texas and was available on the date in question for a call which the train dispatcher had told her to be ready for but for which she was not used. While the evidence in the record is contradictory, it is sufficient to establish the fact that the train dispatcher obtained directly from a section foreman reports on three trains by telephone, thereby obviating the need for using claimant for a call.

A number of awards of this division have held this practice to be a violation of the agreement. Furthermore, carrier has issued an instruction that dispatchers should not call section foremen to secure such information.

Accordingly, the claim must be sustained.

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 carrier violated the agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson
Secretary

Dated at Chicago, Illinois, this 18th day of March, 1948.