

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**NEW ORLEANS AND NORTHEASTERN
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New Orleans and Northeastern Railroad that:

1. Carrier violated the agreement between the parties when, commencing on the first day of May, 1958 and continuing thereafter, it required the occupants of first shift, second shift and third shift positions of Telegrapher "JC" Meridian Yard Office, Meridian, Mississippi to suspend work from their assigned positions and commute between this place of employment and the Meridian Terminal, a round trip distance of two miles and a half, on each and every shift, where (at the Meridian Terminal) they are required to perform work not incident to their assignments.

2. Carrier shall compensate R. R. Spiers, G. B. Miller and R. J. Risher and such other employees who may occupy said positions subsequent to the initiation of this claim, eight (8) hours at the pro rata rate of the Telegrapher-Clerk positions of the Meridian Terminal Company, in addition to their regular compensation, each day and on each shift they are required to suspend work on the regular assigned positions and perform work at the Meridian Terminal Company.

3. Joint check of carriers records shall be ordered to ascertain the names and amounts due employees as set forth herein.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

This Carrier maintains a freight yard facility at Meridian, Mississippi, known as Meridian Yard with a telegraph office designated as "JC" office with three shifts around the clock. The occupants of the telegrapher positions at "JC" handle the train orders and other communications in connection with the movement of freight trains in and out of this freight yard.

positions. The delivery of train orders to trains 42 and 48 at the passenger station is definitely work incident to their regular assignments. Train order and telegraph work is one of the fundamental requirements of positions occupied by telegraphers at Meridian yard office. They had always handled train orders for AGS and NO&NE freight trains. In fact, the employees have conceded that work of handling train orders for AGS and NO&NE passenger trains 41-42 and 47-48 was properly transferred to telegraphers at Meridian yard office on May 1, 1958.

Rule 31 stipulates that only train dispatchers and telegraphers will be permitted to handle train orders at telegraph or telephone offices where an operator is employed and is available or can be promptly located. This obviously refers to the point where the operator is employed, not simply to the confines of the "telegraph office" itself. Since "JC" is the only telegraph office maintained by the carrier at Meridian, there is no foundation for the charge that it violates the agreement for claimants to deliver train orders for trains 42 and 48 at the passenger station while they are on duty and under pay on their regular assignments. This is simply a required function of their duties in connection with the handling of train orders at the point where employed.

Just how the action complained of could constitute a method of handling train orders not in accordance with the Telegraphers' Agreement has not been divulged. The mere fact that claimants leave the confines of the telegraph office for about twenty minutes to deliver train orders forms no basis for the claim. They are required to do so by proper authority and in accordance with instructions contained in bulletin No. 10 (quoted in carrier's statement of facts) issued on April 30, 1958 by the Superintendent Terminals at Meridian. The employees also know very well that telegraphers all over the system work in and out of the office in the performance of the regular duties of their positions.

Carrier also points out that under Rules 15 and 16 telegraphers may be sent by proper authority to another point to perform extra, relief, or emergency work. While Rules 15 and 16 are not involved in this dispute, they are cited to show that telegraphers not only work in and out of the office in connection with their regular assignments at the point where employed, but they are also subject to being sent to other points, and Rules 15 and 16 provide that they will not be paid twice for the same time worked. As claimants at Meridian deliver the orders during their assigned tours of duty, payment for the time consumed in delivering the orders is included in their regular compensation. The agreement provides for payment at the regular straight time rate for work performed by employees during their assigned tours of duty. Handling train orders is work of claimants' positions. Therefore, no violation has occurred and no additional payment is due.

Carrier has shown that there has been no violation of the agreement, and that there is no rule or provision supporting the claim. For the reasons set forth herein, carrier requests that the claim be denied in its entirety.

OPINION OF BOARD: This dispute involves a claim by the Organization that telegraphers be additionally compensated for delivery of train orders which requires them to leave the immediate vicinity of the telegraph office.

The factual background is clearly stated in the record. Briefly, after the Carrier acquired the facilities of the Meridian Terminal Company and took over the services formerly provided by that Company, it required the claim-

ants, who are employed in "JC" telegraph office in the freight yard at Meridian, to handle train orders for passenger trains which work was formerly performed by employes of the Terminal Company at the passenger station. In some instances delivery of the train orders must be accomplished at the passenger station which is located approximately one mile from the freight yard "JC" telegraph office. The Carrier furnishes transportation (an automobile and driver) between the two locations when it is necessary to effect delivery of train orders at the passenger station. The round trip requires about twenty minutes.

The Employes do not object to the requirement that they handle the train orders in question. They admit that the work is properly assigned to them. They simply ask an additional day's pay because a part of the work involved requires them to leave the telegraph office a little farther than is usual in the performance of such work.

Rule 31 of the controlling agreement reads as follows:

"No employe other than covered by this agreement and train dispatchers will be permitted to handle train orders at telegraph or telephone offices where an operator is employed and is available or can be promptly located, except in emergency, in which case the operator will be so advised by the Chief Dispatcher and will be paid for the call. At offices where two or more shifts are worked, the operator whose tour of duty is nearest the time such orders were handled will be entitled to the call.

NOTE: See letter of October 19, 1929 on page 42, relative to use of telephones by conductors."

Concerning this rule the Carrier, in its ex parte submission, says:

"Rule 31 stipulates that only train dispatchers and telegraphers will be permitted to handle train orders at telegraph or telephone offices where an operator is employed and is available or can be promptly located. This obviously refers to the point where the operator is employed, not simply to the confines of the 'telegraph office' itself. Since 'JC' is the only telegraph office maintained by the carrier at Meridian, there is no foundation for the charge that it violates the agreement for claimants to deliver train orders for trains 42 and 48 at the passenger station while they are on duty and under pay on their regular assignments. This is simply a required function of their duties in connection with the handling of train orders at the point where employed."

And in its Rebuttal Brief the Carrier states that:

". . . the parties have specifically agreed that at points where only one telegraph office is maintained, the term 'telegraph or telephone office' as used in Rule 31 (Handling Train Orders) extends to the station limits of the point and not merely to the confines of the telegraph office itself."

In our opinion these observations are well taken. The Board has often applied rules identical to Rule 31 in the manner urged by the Carrier. See, for example, Awards 6678, 7967, 9914, 10672, 12371.

We are convinced that telegraphers quite commonly are required to leave the telegraph office to deliver train orders. The distance is not material so long as it is within the limits of the work location and imposes no unusual risk or hardship. No such risk or hardship is shown here. The claim, therefore, is without merit and will be denied.

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 was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of July 1964.