

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

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

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Burlington & Quincy Railroad, that:

1. Carrier violated and continues to violate the Agreement between the parties, when effective December 2, 1960, it abolished the second and third shift operator positions at Machens, Missouri and reduced the first shift operator from a seven to a five day position; effective the same date, Carrier removed from the scope of the Agreement and the employees covered thereby, the telegraph and/or telephone operators' work occurring at Machens outside the assigned hours of the first shift position and transferred such work to employees of the Missouri-Kansas-Texas Railroad at other points.

2. Carrier shall now restore to the scope of the Agreement and to the employees covered thereby, the above described work at the Machens, Missouri station.

3. The employee under the Agreement occupying the position of first shift operator at Machens, Missouri, shall be compensated under the call and overtime provisions of the Agreement for December 2, 5, 7, 1960, and any subsequent dates until the violations outlined above are corrected.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective May 1, 1953, as amended and supplemented, is available to your Board and by this reference is made a part hereof as though set out herein word for word.

The custom, practice and tradition which will aid the Board in denying this claim is contained in Carrier's Exhibit No. 1. The information contained therein is admitted by the Organization to be correct in every detail, and it proves that what is involved in this claim is something that happens every day on practically every railroad in the country, and has been so happening since before the current agreement became effective.

It must be remembered at all times that:

1. The trains involved herein are MKT trains — they are not CB&Q trains.
2. These MKT trains are given train orders while they are on MKT trackage at Franklin, Missouri, some 150 miles away from the CB&Q Railroad.
3. These train orders are delivered to the MKT trains by MKT telegraphers on MKT property.
4. These same MKT trains on their northward trip are given train orders by MKT telegraphers in the MKT yard at Baden, Missouri, and the Organization agrees that such handling is proper.
5. The same type of train order handling is in effect at many other points on this Carrier property, as shown in Exhibit No. 1, and the Organization agrees that such handling is proper at those points.
6. The Third Division, NRAB, has consistently and unwaveringly held that there is nothing in the rules which requires that a train order be delivered at the point or station where it is to be executed; or that train orders be handled through one station rather than another.

If these facts are given consideration, there can be no decision except denial of the claim in its entirety.

(Exhibits not reproduced.)

OPINION OF BOARD: Effective December 1, 1960, CTC was extended through Machens, Missouri, to Market Street, St. Louis, Missouri, and control of this CTC territory including MKT-CBQ connections at Machens and Baden, Missouri, were placed in the Dispatcher's office at Hannibal, Missouri. The line Machens to Baden is CB&Q property used jointly with MKT. On December 2, 1960, Carrier abolished the second and the third shift operator positions at Machens and reduced the first shift position from a seven day position to a five day position; Copying and delivering of train orders given by Carrier's train Dispatcher at Hannibal for the movement of MKT trains from Machens to Baden, work formerly part of the work done by Carrier's employees at Machens, was now done by MKT operators on MKT property and delivered to the MKT crews on MKT trackage before the trains moved onto Carrier's property.

Employees contend that this was a change in the manner of handling train orders under Rule 1(b) and operated to remove work from under the Agreement.

Carrier contends that neither Rule 1(b) nor any other rule requires that handling of train orders governing the movement of foreign line trains over

Carrier's tracks must be done by Carrier's employes or on Carrier's property. Carrier further argues that this was not a change in the manner of handling train orders such as was contemplated by Rule 1(b).

The record spells out clearly that there was a change in the method of handling train orders including the train orders governing the movement of MKT trains over Carrier's track from Machens to Baden. The question on which this case turns is whether the work of handling train orders governing the movement of MKT trains over Carrier's track from Machens to Baden belonged exclusively to Employes.

There is no question that handling train orders at offices where an operator is employed is, with the exception specified in Rule 1(c), exclusively the work of the Employes. But these train orders were not handled at such a station and there is no proof in the record that the Agreement requires that train orders for foreign trains operating on Carrier's property must be handled at any particular station, or even at Carrier's stations. While it is true that the record establishes that prior to the extension of CTC through Machens to St. Louis, such orders had, as a matter of practice, been handled by Employes at Machens together with their other work, the record also shows that the practice in handling of train orders governing the movement of foreign trains over jointly used trackage had not been uniform for the Carrier: sometimes employes of the host and sometimes employes of the foreign line handled such train orders. We conclude that Employes have failed to prove in the record that the involved work belonged exclusively to them and that, therefore, they failed to prove a violation of the Agreement.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 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 27th day of October 1965.