

Award No. 14024

Docket No. TE-13260

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

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

**DULUTH, MISSABE AND IRON RANGE
RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Duluth, Missabe and Iron Range Railway Company, that:

1. Carrier violated the Agreement between the parties when on January 4, 5, 6, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 23, 25, 26, 27, 30, 31, February 1, 2 and 3, 1961, from 4:00 P. M. until Midnight, it required or permitted the Train Dispatchers at Iron Junction, Minnesota, persons not covered by the Agreement, to handle communications of record.

2. Because of these violations, Carrier shall compensate J. O. Larson, idle Telegrapher, in the amount of a day's pay of eight (8) hours for each of the above-named dates. Total amount of compensation due, \$432.88.

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

There is one position covered by the Agreement at Iron Junction, Minnesota. The position is that of Agent-Telegrapher, with hours of assignment 7:00 A. M. to 4:00 P. M. (one hour off for lunch), Monday through Friday. The occupant of the position is subject to call on Saturday and Sunday rest days to weigh cars during the iron ore movement season, which normally runs April through November each year. The Agent-Telegrapher is located in the depot.

The Train Dispatchers' office at Iron Junction is located about one-fourth mile from the depot. The train dispatchers operate the CTC machine at that point. There are no Chief Dispatchers located at Iron Junction; the

Carrier respectfully requests that your Honorable Board sustain the Carrier and deny the claims of the Employees, as it has been clearly shown in the foregoing that there is no substance to the claims of the Employees in this docket.

(Exhibits not reproduced.)

OPINION OF BOARD: Train dispatchers assigned to an office at Iron Junction, Minnesota, from which they operated a CTC machine, handled communications of record on the days listed in the claim.

Organization argues that because the handling of all communications of record belongs exclusively to them, historically, traditionally and customarily, Carrier's assignment of the involved work to the train dispatchers who are not covered by the agreement violated the Scope Rule of that agreement. This conclusion might be correct if the premise were proved to be true.

The involved Scope Rule is a general one which does not detail the work reserved to the Organization; proof is required to show that any particular work is reserved exclusively to the Organization under the agreement. The record does not contain adequate evidence to prove that the involved work was intended to be reserved to the Organization under the terms of the agreement. We will, therefore, deny the claim.

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 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 17th day of December 1965.