



Award No. 14307
Docket No. TE-14011

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Don Harr, Referee

PARTIES TO DISPUTE:

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

GALVESTON, HOUSTON AND HENDERSON RAILROAD
COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Galveston, Houston & Henderson Railroad, that:

Chief Trick Dispatcher-Telegrapher M. L. Parke regularly assigned at Galveston, Texas be paid a Call (a minimum of three (3) hours for two (2) hours' work or less) for each date April 22, 29, May 6, 13, 20 and 27, 1962 that train orders for Engine 65-A and/or Engine 69-C were handled at his station outside the assigned hours by employes not covered by the parties Agreement.

EMPLOYES' STATEMENT OF FACTS: There is in evidence Agreements by and between the parties hereto, effective April 1, 1938; July 13, 1949 and April 1, 1951, and as amended. Copies of said Agreements are, as prescribed by law, assumed to be on file with your Board and are, by this reference, made a part hereof.

At the time the Agreement of April 1, 1938 was consummated, Missouri-Kansas-Texas Railroad employes at Smithville, Texas were dispatching Galveston, Houston & Henderson Railroad (hereinafter referred to as Carrier) trains.

This work had formerly been performed in the Carrier's office in Galveston, Texas, and it was the understanding of the parties that negotiations were then under way to return this work to Carrier's telegraph office at 44th Street, Galveston, Texas.

At page 13 of the Agreement of April 1, 1938, are listed the positions existing at Galveston on the effective date of said Agreement. For your Board's ready reference the listing reads:

Attached hereto and made a part hereof is copy of correspondence exchanged by the parties in handling this case on the property, Carrier's Exhibit "A".

(Exhibits not reproduced.)

OPINION OF BOARD: Claimant was the Chief Trick Dispatcher-Telegrapher regularly assigned at Galveston, Texas. The employees allege that on April 22, 29, May 6, 13, 20 and 27, 1962, train orders were handled at Galveston outside of Claimants assigned hours by employees not covered by the effective Telegraphers' Agreement. They ask that Claimant be allowed a minimum call for each of these dates.

We are concerned here with Article 1, Section 4 — Handling Train Orders — of the agreement between the parties.

"Sec. 4. No employee other than covered by this schedule 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 an emergency, in which case the telegrapher will be paid for the call.

"Station employees at closed offices shall not be required to handle train orders, block or report trains, receive or forward written messages by telegraph or telephone, but if they are used to perform any of the above service, the pay at that office for the day on which such service is rendered shall be at the minimum hourly rate for telegraphers on that district."

On each of the dates set out in the claim, the Claimant, as dispatcher-telegrapher at Galveston, Texas, issued train orders and clearance cards to the telegrapher at HB&T connection, Houston, Texas, for train No. 41.

An example of the train orders and clearance cards are reproduced on record pages 8 and 9.

"GALVESTON, HOUSTON AND HENDERSON RAILROAD COMPANY

Apr. 22, 1962

"Train Order No. 4

"To C&E Eng 65A

"At Roundhouse

"After Extra 124 South arrives Roundhouse

"Eng 65A run Extra

"Roundhouse to HB&T Conn

MLP

"Made Com Time 105 AM

/s/ Parke Opr. "

"Roundhouse Station Station Apr 22, 1962
"C.&E. Extra 65A North

"I have 2 orders for your train:
"(In blank space show total number of orders, or if none, show "No")

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The Engine on No. 41's connection was not turned on the round trip and for that reason the same engine had a different identification each way of the round trip for example, Extra 124 South and Extra 65A North.

Prior to the letter of instruction written May 21, 1962, it was necessary for train No. 41 to obtain clearance to leave Galveston on its' return trip to Houston. Because of the necessity for clearance the order could not be a true round trip train order.

This Board has consistently recognized the right of a Carrier to utilize properly executed round trip train orders. See Awards 13341 (Hutchins); 13342 (Hutchins); and 14043 (Harr).

In the instant case we did not have true round trip train orders prior to the May 21, 1962 instructions. After the issuing of the new orders on May 27, 1962, all later orders should have been true round trip train orders.

Carrier argues that the Board is limited, by the record made on the property, to the issue of whether the Carrier has the right to utilize round trip train orders. After a review of the record we feel that the issues presented by the employees were properly progressed on the property and the Carrier could recognize the claim as it is now before the Board.

The handling of the train order and clearance card at the Galveston roundhouse by employees not covered by the Telegraphers' Agreement was a violation of Article 1, Section 4 of the effective Agreement.

We will sustain 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 has been violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 7th day of April 1966.