

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES**

KANSAS, OKLAHOMA & GULF RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood (GL-5644) that:

(a) The Carrier violated the Clerks' Agreement at Denison, Texas, beginning March 3, 1964 when it used the Agent-Telegrapher to call crew for Train No. 64 on Tuesday, Thursday and Saturday of each week, and,

(b) That Mr. Lewis Pipkin, the senior available Yard Clerk, shall now be allowed a call each day the Agent-Telegrapher calls this crew beginning March 3, 1964 and continuing so long as this violation continues.

EMPLOYEES' STATEMENT OF FACTS: Some time prior to March 3, 1964 (date unknown) the Carrier started using the Agent-Telegrapher to call the crew for local freight train No. 64 departing from Denison, Texas on Tuesday, Thursday and Saturday each week about 12:30 P. M. to 1:00 P. M.

The Agent-Telegrapher holds no rights under the Clerks' Agreement. Mr. Pipkin holds rights under the Clerks' Agreement with seniority date of October 18, 1932.

(Exhibits not reproduced.)

CARRIER'S STATEMENT OF FACTS: 1. There is an Agreement between the parties effective May 15, 1954, on file with your Board, which by reference is hereby made a part of this submission.

2. Construction of that part of the Kansas, Oklahoma & Gulf Railway Company extending from Okay, Oklahoma, on the north to Denison, Texas on the south, a distance of 202.7 miles, was completed during the month of November, 1910. Stations constructed along the line were placed in charge of agents and, where necessary, additional forces of telegraphers and/or clerks were employed.

Denison, Texas, being at the southern end of the railroad, became a terminal, and it is at this point that connection is made with the Texas and Pacific

same as those quoted in your letter appealing the instant claim. We find that the agent-telegraphers have in the past always called crews, both yard and road, at Denison. This has always been the practice on this property whether a clerk was on duty or not at this point; therefore, the calling of crews for Train 64 has not been removed from the scope of the Clerks' Agreement because such work is not reserved exclusively to clerical forces, nor any other particular craft.

In view of the above, the instant claim is without merit or rule support and must be declined.

Yours very truly,

(s) C. T. Woolsey,
Asst. General Manager—Personnel”

Your Board will note that in declining the claim the Assistant General Manager—Personnel stated in part as follows:

“This has always been the practice on this property whether a clerk was on duty or not at this point; therefore, the calling of crews for Train 64 has not been removed from the scope of the Clerks' Agreement because such work is not reserved exclusively to clerical forces, nor any other particular craft.”

The instant claim was discussed in conference and again declined on August 13, 1964. Under date of September 17, 1964, we received notice that this claim would be filed with your Board.

OPINION OF BOARD: Inasmuch as no procedural question was raised on the property, the Carrier's contention that Article V of the 1954 Agreement bars the claim is rejected.

The facts, issues, agreement and parties are the same as in Award 8289. Since we cannot say such award was palpably in error, we must sustain the claim herein.

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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of June, 1966.

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