

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**John H. Dorsey, Referee**

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**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, that:

**CASE NO. 1**

1. Carrier violated the Agreement between the parties when on November 16, 17, 18, 20, 21, 24 and 25, 1960, it required Telegrapher L. J. Sojka, employed at Proctor, Minnesota, to leave train orders and clearance card on the train register for the conductor of the "Hibbing Local" to pick up at a time no telegrapher was on duty at Proctor.

2. Because of these violations, Carrier shall compensate L. J. Sojka in the amount of one (1) hour's pay at the time and one-half rate for each day November 16, 17, 18, 20, 21 and 24, 1960, and in the amount of a call allowance of two (2) hours' pay at the time and one-half rate for November 25, 1960.

**CASE NO. 2**

1. Carrier violated the Agreement between the parties when on November 16, 17, 18, 21, 22, 23 and 25, 1960, March 24, 31, April 5, 6 and 12, 1961, it required telegraphers employed at Two Harbors, Minnesota to leave train orders and clearance cards on the train register for the conductors of the trains involved to pick up at a time no telegrapher was on duty at Two Harbors.

2. Because of these violations, Carrier shall compensate J. G. Economy in the amount of one (1) hour's pay at the time and one-half rate for each day November 16, 17, 18, 21, 22, 23 and 25, 1960 and March 31, 1961, and a call allowance of two (2) hours' pay at the time and one-half rate for March 24, 1961. Carrier shall also compensate Leif Vold in the amount of a call allowance for each day April 5, 6 and 12, 1961.

### CASE NO. 3

1. Carrier violated the Agreement between the parties when on November 23, 29, December 6, 13, 20, 1960 and January 3, 1961, it required Telegrapher Arnold W. Suihkonen, employed at Rainy Junction, Minnesota, to leave train orders and clearance cards on the train register for members of the train crews involved to pick up at a time no telegrapher was on duty at Rainy Junction.

2. Because of these violations, Carrier shall compensate Arnold W. Suihkonen in the amount of a call allowance of two (2) hours' pay at the time and one-half rate for each day November 23, 29, December 6, 13, 20, 1960 and January 3, 1961.

### CASE NO. 4

1. Carrier violated the Agreement between the parties when on May 17, 23, and 24, 1961 it required Telegrapher James C. Beebe, employed at Ely, Minnesota, to leave train orders and clearance cards on the train register for members of the train crews involved to pick up at a time no telegrapher was on duty at Ely.

2. Because of these violations, Carrier shall compensate James C. Beebe in the amount of three (3) call allowances of two (2) hours' pay at the time and one-half rate each for May 17, 1961, and in the amount of a call allowance of two (2) hours' pay at the time and one-half rate for each day May 23 and 24, 1961.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties is available to your Board and by this reference is made part hereof as though set out herein word for word.

As shown in Statement of Claim, Carrier required telegraphers at certain stations to leave train orders and clearance cards on the train register for members of train crews to pick up at a time no telegrapher was on duty.

### CASE NO. 1

There are two telegrapher positions at Proctor, Minnesota. The assigned hours of the first shift are 7:00 A. M. to 3:00 P. M. The second shift assignment is 3:00 P. M. to 11:00 P. M. No employee covered by the Agreement is assigned between the hours of 11:00 P. M. and 7:00 A. M. L. J. Sojka is regularly assigned to the second shift position.

On dates of claim, telegrapher Sojka was required to clear the "Hibbing Local" and leave the train orders and clearance cards on the train register for members of the train crew to pick up when going on duty (usually about midnight). Sojka presented claim in letter of December 5, 1960, copy of which is attached hereto as ORT Exhibit No. 1.

### CASE NO. 2

There are two telegrapher positions at Two Harbors, Minnesota with hours of assignment of first shift, 9:00 A. M. to 5:00 P. M., and second shift,

All of Carrier's work forces are reduced in the winter season to about one-third of that force maintained during the ore shipping season. It is evident, therefore, that when the ore business is terminated, the work forces are reduced and particular functions and services are no longer deemed necessary.

The Carrier, using its managerial prerogative, dispensed with the personal delivery of train orders and in the absence of any rule prohibiting the discontinuance of personal delivery of train orders, the Carrier is within its right to do so.

All the claims in this docket are based on the allegation that the Telegraphers' Agreement was violated when train orders were received and prepared by the operator and placed on the register by the operator before going off duty where they were later picked up by the conductor when he registered the train.

The claimants in this case performed all the work covered by the Telegraphers' Agreement, i.e., the operator received the order issued by the dispatchers, copied the order, repeated the train order direct to the train dispatcher; completed the train order, and then placed the train order on the register. No employee other than those covered by the Telegraphers' Agreement handled the train order. No rule in the Telegraphers' Agreement restricts the Company from dispensing with the personal delivery of train orders.

In many instances, during the hours a telegrapher-operator is on duty he will copy train orders, prepare clearance cards and perform other related telegrapher work and place them on the register to be picked up by the conductor when he registers the train. This procedure of handling train orders is identical to the manner in which train orders were handled in all the claims contained in this docket.

The dispute was handled on the property in accordance with the Time Limit on Claims Agreement up to and including the denial on final appeal by the Director of Personnel who is the highest officer of the Company authorized to handle disputes on the Carrier's property. Correspondence exchanged in handling of these claims has been reproduced and attached as Exhibit A (Claim of Leonard J. Sojka); Exhibit B (Claims of Lief Vold, John G. Economy); Exhibit C (Claim of Arnold W. Suihkonen); and Exhibit D (Claim of James C. Beebe).

(Exhibits not reproduced.)

**OPINION OF BOARD:** It is undisputed that Carrier, as alleged in the Claim, required Claimants to leave train orders and clearance cards on the train register for pick up by a member of a train crew at a time no telegrapher was on duty. The issue is whether the requirement violated Article 14 of the Agreement which is the so-called "Standard Train Order Rule." We hold that it did. See Award Nos. 11788, 11807, 11822, 12240, 12967, 13152, 13160, 13343, 13712, 13713, 13870, 14307.

**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 Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 29th day of July 1966.