



Award No. 15560
Docket No. TE-14509

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

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

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad (Gulf District), that:

1. Carrier violated the Scope Rule 1 and Rule 5 (A) of the Agreement when, on March 8, 1962, a communication office was re-established in the Traffic Office of the Missouri Pacific Railroad (Gulf District) at Galveston, Texas, and the transmitting and receiving of all communication work, formerly performed by telegraphers under our Agreement, was assigned to Traffic Representative Fattori.

2. Carrier shall compensate the Idle Telegrapher (extra in preference otherwise idle on rest day) in "GC" Office, Houston, Texas, 8 hours per day at the pro rata rate of \$2.59 per hour, or the communication rate effective on any day a violation is permitted, beginning March 8, 1962, and continuing thereafter up to the day Carrier bulletins and assigns the Communication work being performed in the Traffic Office, Galveston, Texas, to the employees under the purview of the Telegraphers' Agreement.

EMPLOYEES STATEMENT OF FACTS: The Traffic Offices of the Missouri Pacific Railroad (Gulf District) located in downtown area of Galveston, Texas, has served as a liaison between the railroad and the public in that area in soliciting traffic and informing the public of traffic moving over the Missouri Pacific and adjoining lines. The personnel in the office is composed of employees wholly within the Traffic Department which is separate from the Communication Department of the Missouri Pacific Railroad.

The Missouri Pacific Railroad (Gulf District) enters Galveston on a portion of railroad identified as the Galveston, Houston & Harrisburg Railroad. This railroad is jointly owned and operated by the Missouri Pacific and the Missouri, Kansas & Texas Railroads.

On November 1, 1908, this Organization executed an Agreement with the International Great Northern Railroad in establishing an office for the handling of communication in the Traffic Office in Galveston, Texas. This office

the MP had never had a telegrapher located at Galveston. While the Assistant Superintendent Communications was correct in that the MP had never had a telegrapher employed at Galveston it was developed that the International Great Northern Railroad Company had a telegrapher located at Galveston prior to 1920 to handle such Morse communication as may have been necessary. During that period in our history the primary form of rapid communications was Morse wire service which required the services of a skilled Morse telegrapher, as telephones were not in general use for direct conversation. The IGN telegrapher position at Galveston was abolished in 1920 and by arrangement between the MP and the GH&H all wire service that was necessary to be handled for the traffic office at Galveston was handled by GH&H telegraphers at Galveston. This arrangement continued without protest from the Telegraphers' Organization from 1920 until the instant dispute arose, April 17, 1962.

Although the IGN telegrapher position at Galveston appeared in the Telegraphers' Agreement effective October 1, 1918, it does not appear in subsequent revisions of the Agreement in 1925, 1926, 1928, 1930, 1940 and 1952.

(Exhibits not reproduced.)

OPINION OF BOARD: At the outset we find the unnamed Claimant issue raised by the Carrier, and in its behalf.

We hold that the Organization's identifying language — "the idle telegrapher (extra in preference) otherwise idle on rest day) in "GC" office, Houston, Texas is sufficiently clear for Carrier purposes of identification.

We are here concerned with Carrier's assertion the controlling agreement "expressly limits its application to employes on Carrier's own lines . . . it does not apply to off-line points, such as Galveston . . ."

Carrier also relies on this language of the Scope Rule: "Operators of teletype or other mechanical telegraph transmission or reception appliances located in telegraph offices," and asserts that the teletype here is not in a telegraph office. The Carrier states that prior to March 8, 1962 Missouri Pacific Traffic Representatives used the telegraph facilities of the Galveston, Houston & Henderson Railroad (GH&H) "for whatever wire services were necessary in the conduct of their business, rather than Western Union." This service was performed by GH&H telegraphers by arrangement between the MP and GH&H railroads. (Emphasis theirs.)

Organization states effective March 8, 1962 the Missouri Pacific and the MK&T "elected to abolish a certain number of positions in GH&H office at 44th Street. The remaining forces in the GH&H office could not function with dispatch in the handling of the communication work and as a consequence Missouri Pacific Railroad (Gulf District) installed a teletype machine in the Traffic Office and assigned the duties formerly performed by Telegraphers under our Agreement to Traffic Representative Fattori."

Carrier's message advising of the change reads:

"Effective today Missouri Pacific Teletype Machine formerly located in GH&H Yard Office is being relocated to Traffic Representatives Office, Galveston. All telegraph business for GH&H will have

to be handled in the Morse direct as was done in the past. GC Office will continue to handle all business for MOP traffic representative on teletype . . ."

When Organization protested the move, Carrier took the position "this was an off-line Traffic Representative in Galveston, Texas, and therefore it did not have to comply with our Agreement."

Organization states after the change was made and the call sign of "CO" had been designated for the new office, a completed record of messages sent and received was kept, and "instructions were placed in effect that this new "CO" office was to work with the Wire Chiefs at Houston."

It is asserted by the Organization that:

"The history shows that the original position was under the IGN, which is one of the Missouri Pacific's systems. The work was then performed by a position under the GH&H Railroad, which is jointly owned by the Missouri Pacific and the MK&T Railroad. In 1962, when this claim arose, the position should have been placed under the Missouri Pacific Railroad when the work was transferred to a Traffic Office of the Missouri Pacific Railroad and a new communication office was opened."

Argument is offered in behalf of the Carrier that "it seems absurd for the Petitioning Organization even to suggest that GH&H is to be regarded as a mere extension of the respondent, rather than a foreign railroad, for the Petitioner has recognized this foreign nature of GH&H by gaining recognition as the bargaining agent on that railroad and negotiating an entirely separate agreement covering its telegraphers . . ."

The applicable Agreement governs:

"The employment and compensation of — Operators of teletype or other mechanical telegraph transmission or reception appliances located in telegraph offices."

Carrier here has teletype — installed in about forty off-line traffic offices, including Galveston; machines which are operated by Traffic Department personnel who are not subject to any rules agreement.

The teletype machine at Galveston, here subjected to claim is not located in a telegraph office. The Scope Rule covers teletype machines located in telegraph offices.

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 12th day of May 1967.