

Award No. 15741  
Docket No. TE-15221

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Thomas J. Kenan, Referee

**PARTIES TO DISPUTE:**

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

**MISSOURI PACIFIC RAILROAD COMPANY**  
**(Gulf District)**

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

1. Carrier violates Scope Rule 1 of the Telegraphers' Agreement when on the 18th day of April, 1963, and each day thereafter, it requires and permits clerical employees at Mart, Texas, to record on train register the arrival and departure of trains from Mart, Texas, including the loads, empties and tonnage of such trains, and, further, at the instigation of the train dispatchers at Palestine, Texas, these clerical employees report the arrival, departure and consist of such trains direct to the train dispatchers.

2. Carrier shall compensate Telegraphers L. L. Davis and T. M. Manning on their regular work days, one call, three hours at the pro rata rate prevailing at Mart, Texas, beginning April 18, 1963 and continuing thereafter until this violation has been discontinued.

**EMPLOYEES' STATEMENT OF FACTS:** Mart, Texas is located on the Fort Worth Subdivision of the Missouri Pacific Railroad, Gulf District, 114 miles southwest of Fort Worth, Texas. There are two positions under the Telegraphers' Agreement maintained at this location. The agent-telegrapher has assigned hours of 8:00 A. M. to 4:00 P. M., Monday through Saturday, with rest day Sunday. The telegrapher-clerk position has assigned hours of 11:00 P. M. to 7:00 A. M., Saturday through Wednesday, with rest days Thursday and Friday. The relief swing telegrapher relieves the agent-telegrapher position on Sunday and the telegrapher position on Thursday and Friday.

Beginning on the 18th day of April and on each day thereafter, the Carrier required or permitted clerical employees at Mart, Texas to record on train register the arrival and departure of trains from Mart, Texas, including the loads, empties and tonnage of such trains, and these employees also reported the arrival and departure and consist of such trains direct to the train dispatcher.

claims in behalf of Telegraphers L. L. Davis and T. M. Manning for one call each on their regular work days beginning April 18, 1963, based upon your contention that others than telegraphers are recording on the train register the arrival and departure time of trains at Mart, Texas, and reporting this information direct to the train dispatcher.

During the conference we furnished you with the facts as developed in an on-the-ground investigation at Mart by Mr. R. L. Custer, Trainmaster. The facts show that the conductor or his brakeman makes the necessary entries on the train register, with the possible exception of the actual time of departure. As you know, the departure yard is some distance from the point where the train register is located, and in some instances the conductor, rather than walk back to the train register to enter the actual time of departure, will call in by radio and request whoever happens to be present to enter the actual time of departure on the register for him. Obviously, this is work which is normally performed by the conductor or his brakeman, and has never been performed by telegraphers or any other class, craft or employe, exclusively.

Your contention that others than telegraphers transmit this information direct to train dispatchers is not a fact, as this work can be and is performed by the telegrapher when he comes on duty at 8:00 A.M.

For these reasons, there has been no violation of the Telegraphers' Agreement, and, accordingly, the decision given to you in our letter of November 15, 1963, is hereby affirmed and claims respectfully declined.

Yours truly,

/s/ B.W. Smith"

(Exhibits not reproduced.)

**OPINION OF BOARD:** The basis of this claim is twofold: (1) that the recording by clerical employes at Mart, Texas on the train register of certain information is work reserved to the Employes by Rule 1 (the Scope Rule) of the Agreement, and (2) that the clerical employes are making train reports to the train dispatchers, in violation of Rule 2 (c) of the Agreement.

Both of these contentions are disputed by the Carrier. This made it necessary for the Employes to advance proof to establish (1) that by custom, practice and tradition the work in question has been reserved to and performed by the Employes, and (2) that the specific train reports in question were in fact made to the train dispatchers by the clerical employes. No such proof was ever advanced by the Employes. This Board cannot consider 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 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 claim is not supported by proof.

**AWARD**

Claim dismissed.

**NATIONAL RAILROAD ADJUSTMENT BOARD**  
By Order of **THIRD DIVISION**

**ATTEST: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 21st day of July 1967.