

Award No. 15866
Docket No. TE-16191

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 Transportation-Communication Employees' Union on the Missouri Pacific Railroad (Gulf District), that:

1. The Carrier violated the Agreement in Rule 2(c) of the Telegraphers' Agreement when on the 12th day of January 1965, it obtained from Conductor Walker on Work Extra 715 an OS on No. 50 at Krotz Springs direct to dispatcher and knowing that Conductor Walker is no operator, do claim in strict violation of the rules.

2. The Carrier shall compensate Agent-Telegrapher N. L. Carriere, Sr., one call, three hours' pro rata rate of pay for this type of telegraphers' work by Conductor Walker and giving OS instead of assigned agent on duty.

3. The Carrier shall compensate senior idle telegrapher (extra in preference) eight hours pro rata rate of \$2.71, total \$21.68, for an OS other than operator and thus opening a field for conductors to do work as operators. Mr. J. H. Guillory is senior idle telegrapher named extra.

EMPLOYES' STATEMENT OF FACTS: Krotz Springs, Louisiana, is located on the DeQuincy Division of the Missouri Pacific Railroad, 40.3 miles west of Baton Rouge, Louisiana. This is a one-man station with hours of 8:00 A. M. to 5:00 P. M., with a meal period between 12:00 Noon and 1:00 P. M., and assigned rest days of Saturday and Sunday. All the work at this location is assigned to the Agent-Telegrapher.

On or about 2:50 P. M., January 12, 1965, Conductor Walker on Extra 715 came on the dispatcher's telephone at Krotz Springs siding from a booth telephone and contacted the train dispatcher direct in Houston, Texas. Conductor Walker requested a track and time order. The dispatcher inquired about No. 50, a passenger train. Conductor Walker reported to the dispatcher that No. 50 had passed at 2:55 P. M.

ductor the time No. 50 passed him, and that if the dispatcher needed further information he would have asked Agent-Telegrapher Carriere who was on duty and under pay at the time.

8. The claim was progressed through proper channels, declined at each level and finally appealed to the Director of Labor Relations, Mr. B. W. Smith, the highest officer designated by the Carrier for the handling of all labor matters, who declined the claim in the following letter:

"April 1, 1965
K 279-584

Mr. R. T. Phillips
General Chairman — ORT
P. O. Box 456
Palestine, Texas 75801

Dear Sir:

Reference to your letter dated February 24, 1965, file F-6-557, appealing from the decision of General Manager D. J. Smith claim on behalf of Agent-Telegrapher N. L. Carriere, Sr., Krotz Springs, for one call; and for eight hours' pay on behalf of the 'senior idle telegrapher, J. H. Guillory, on January 12, 1965, when it is alleged Conductor Walker on Work Extra 715 violated the Telegraphers' Agreement in advising the dispatcher that No. 50 had passed him.

Facts in connection with this dispute are as follows: Conductor Walker called the dispatcher to request track and time as this is CTC territory and is necessary to get track and time authority from the dispatcher. The dispatcher asked if No. 50 was by him; the conductor said yes and volunteered that it went by him at 2:55 P.M. There is no claim that the request for 'track and time' is a violation of the Telegraphers' Agreement, but rather that the conductor 'reported' No. 50 direct to the dispatcher.

It is obvious that the object of the telephone conversation was not to 'report' No. 50 to the dispatcher as the dispatcher did not request or need such information. No use was made of the information by the dispatcher to further the movement of any train. The object of the telephone conversation was to secure 'track and time' authority from the dispatcher in CTC territory, and there is no claim that this act resulted in a violation of the Telegraphers' Agreement.

In any event, the claim is excessive in view of the fact that claim is made for eleven hours' pay which certainly is not comparable to the amount of alleged work involved.

In view of the foregoing, claim is without merit or rule support and is hereby declined.

Yours truly,
/s/ B. W. Smith"

OPINION OF BOARD: On January 12, 1965, the train conductor of Work Extra 715 telephoned the dispatcher for track and time authority to enter the

track in CTC territory. The dispatcher asked the conductor if Train No. 50 had passed the point where Work Extra 715 would enter the track. The conductor said that No. 50 had passed such point at 2:55 P. M. The Employees contend that the conductor thereby "reported" Train No. 50 and violated Rule 2(c) or Rule 1 of the Agreement.

Rule 2(c) prohibits train and engine service employes from reporting their own trains, not other trains. See Award No. 15861 (Kenan). To decide this dispute, the Board need not even determine whether the conversation in question was a train report, but only whether Rule 1, the Scope Rule, was violated.

To sustain their claim under Rule 1, the Employees must show, by proof, that the activity in question has been reserved to the Telegraphers through practice, custom or tradition. No such showing was made, and the claim must be denied.

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 20th day of October 1967.