

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

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PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYES UNION

ILLINOIS CENTRAL RAILROAD COMPANY

**STATEMENT OF CLAIM:** Claim of the General Committee of the Transportation-Communication Employees Union on the Illinois Central Railroad, that:

CLAIM NO. 1

1. Carrier violated the Agreement between the parties when on dates September 5, 6 (two occasions), 7 (two occasions) and 8, 1967, required and permitted members, employees of another class and craft, to handle, receive and deliver train orders on the above indicated dates and times at Greendale, Illinois, a location where this Carrier maintains employees of the Telegraphers' class and craft seven days per week for the specific intent of copying train orders. This violation is covered by the rules contained in the current Agreement; but is in direct violation of Rule 4-A of this Agreement.

2. Carrier shall compensate as follows:

(a) Mr. L. V. Harville, 306889 for a "CALL" on Sept. 5, 1967 when Order No. 123 of September 5, 1967 was delivered to Work Extra 9067 at Greendale, Illinois by Extra 3016 North (\$8.80).

(b) Mr. L. V. Harville, 306889 for a "CALL" on Sept. 6, 1967 when Order No. 123 of Sept. 6, 1967 was delivered to Work Extra 9067 at Greendale, Ill. by Extra 3013 North (\$8.80).

(c) Mr. L. V. Harville, 306889 for a "CALL" on Sept. 6, 1967 account work orders copied at Edgewood, Ill. for Work Extra 9067 tied up at Greendale, Ill. and delivered to crew at Greendale by railroad official — Orders 112, 111 and 556 of Sept. 6, 1967 (\$8.80).

(d) Mr. T. A. Reed, 306110 for a "CALL" on Sept. 7, 1967 account orders 109, 114, 556 of Sept. 7, 1967 copied at Edgewood, Ill. for Work Extra 9067 tied up at Greendale, Ill. and delivered to crew at Greendale by railroad official (\$8.80).

(e) Mr. T. A. Reed, 306110 for a "CALL" on Sept. 8, 1967 account orders 107, 556 of Sept. 8 copied at Edgewood, Ill. for Work Extra 9067 tied up at Greendale, Illinois and delivered to crew at Greendale by railroad official (\$8.80).

(f) Mr. T. A. Reed, 306110 for a "CALL" on Sept. 7, 1967 account order No. 126 of Sept. 7 delivered to Work Extra 9067 at Greendale, Illinois by Extra 9148 South (\$8.80).

(Carrier File: 137-318-795 Spl. Case No. 799 Tel.)

#### CLAIM NO. 2

1. Carrier violated the Telegraphers' Agreement when on September 17, 25, October 3, 20, 21, 24, 27 and 29, 1967 it required or permitted the Special Agents Department and its employees, not covered by the Telegraphers' Agreement to handle and deliver the following train orders from our "GO" Telegraph Office on the fourth floor, Central Station, to the conductor and/or clerks at Johnston Yard located some three miles from where these orders were copied.

| DATE           | TRAIN ORDER<br>NUMBER | TRAIN         | TIME<br>COMPLETED |
|----------------|-----------------------|---------------|-------------------|
| Sept. 17, 1967 | 325                   | Wk. Ex. 9300  | 12:58 P. M.       |
| Sept. 25, 1967 | 217                   | Ex. 3003 Sth. | 6:02 A. M.        |
| Sept. 25, 1967 | 228                   | Ex. 8979 Sth. | 8:28 A. M.        |
| Sept. 25, 1967 | 223                   | Ex. 3025 Sth. | 1:29 P. M.        |
| Sept. 25, 1967 | 321                   | Ex. 3025 Sth. | 12:53 P. M.       |
| Oct. 3, 1967   | 238                   | Ex. 8958 Sth. | 11:39 A. M.       |
| Oct. 3, 1967   | 239                   | Ex. 8958 Sth. | 11:42 A. M.       |
| Oct. 20, 1967  | 209                   | Ex. 9198 Sth. | 3:02 A. M.        |
| Oct. 21, 1967  | 313                   | Ex. 9150 Sth. | 10:50 A. M.       |
| Oct. 24, 1967  | 320                   | Wk. Ex. 9381  | 12:49 P. M.       |
| Oct. 24, 1967  | 322                   | Wk. Ex. 9381  | 2:30 P. M.        |
| Oct. 27, 1967  | 332                   | Wk. Ex. 9174  | 5:18 P. M.        |
| Oct. 27, 1967  | 333                   | Wk. Ex. 9174  | 5:19 P. M.        |
| Oct. 29, 1967  | 325                   | Wk. Ex. 9048  | 1:55 P. M.        |

2. Carrier shall compensate the senior, available, idle employee and/or employees (telegrapher) covered by the Telegraphers' Agreement, who should be used for such work, be compensated a minimum of a day's pay for each day (eight hours), commencing September 17, 1967 and each day thereafter on the above days.

3. We further request that a joint check be made on the ground to fully determine the correctness of our investigation; also that a joint check be made to ascertain which employees, in seniority order, were idle and available with September 21, 1967.

(Carrier's File: 137-218-649 Spl. Case No. 820 Tel.)

#### CLAIM NO. 3

1. Carrier violated Agreement when on October 10 and October 13, 1967, it failed and refused to permit Agent-Operator J. H. Childs,

Leland, Mississippi to deliver train order No. 264 dated October 10, 1967 addressed to C&E Extra 8956 North and Train Order No. 276 dated October 13, 1967 addressed to C&E Extra 8956 North, but instead required Mr. Childs to leave said train orders "on train register outside of office window" at the end of his tour of duty, which orders were picked up later by train service employees of said trains.

2. Carrier shall compensate J. H. Childs for two two hour calls at one and one-half times pro rata hourly rate of the agent-operator position at Leland, Mississippi. Total \$19.60.

(Carrier File: 137-218-375 Spl. Case No. 809 Tel).

#### CLAIM NO. 4

1. Carrier violated the Agreement when on November 1, 1967, it failed and refused to permit Agent-Operator L. G. Keith to deliver Train Order No. 230 dated November 1, 1967 addressed to C&E Extra 9323 North, but instead required Mr. Keith to leave said train order "on train register outside of office window" at the end of his tour of duty, which orders were picked up later by train service employees of said train service employees of said trains.

2. Carrier shall compensate L. G. Keith for a two hour call at one and one-half times pro rata hourly rate of the agent-operator position at Leland, Mississippi. Total \$9.80.

(Carrier File: 137-218-375 Spl. Case No. 810 Tel).

#### CLAIM NO. 5

1. Carrier violated the Agreement when on November 20, 1967 it failed and refused to permit Agent-Operator L. G. Keith to deliver Train Order No. 243 dated November 20, 1967 to Extra 8950 North, but instead required Mr. Keith to leave said train order "on train register outside of office window" at the end of his tour of duty, which orders were picked up later by train service employees.

2. Carrier shall compensate L. G. Keith for a two hour call at one and one-half times pro rata rate of the agent-operator position at Leland, Mississippi. Total \$8.68.

(Carrier File: 137-218-375 Spl. Case No. 811 Tel).

#### CLAIM NO. 6

1. Carrier violated the Agreement when on November 29, 1967 it failed and refused to permit Agent-Operator L. G. Keith to deliver Train Order Nos. 241, 240 and 239 dated Nov. 29, 1967 to Extra 9358 North, but instead required Mr. Keith to leave said train orders "on train register outside of office window" at the end of his tour of duty, which orders were picked up later by train service employees.

2. Carrier shall compensate L. G. Keith for a two hour call at one and one-half times pro rata rate of the agent-operator position at Leland, Mississippi. Total \$8.68.

**CLAIM NO. 7**

1. Carrier violated the Agreement when it failed and refused to permit Agent-Operator L. G. Keith to deliver the following train orders and dates:

| DATES         | ORDER NOS.  | TRAIN ADDRESSED  |
|---------------|-------------|------------------|
| Nov. 30, 1967 | 240-239-238 | Extra 9358 North |
| Dec. 4, 1967  | 234         | Extra 9358 North |
| Dec. 5, 1967  | 234-233     | Extra 9229 North |
| Dec. 6, 1967  | 233         | Extra 9229 North |
| Dec. 8, 1967  | 241-240-476 | Extra 9229 North |
| Dec. 11, 1967 | 242-238     | Extra 9229 North |
| Dec. 13, 1967 | 249         | Extra 9229 North |
| Dec. 12, 1967 | 238-237     | Extra 9229 North |
| Dec. 18, 1967 | 248         | Extra 9199 North |
| Dec. 19, 1967 | 262         | Extra 9199 North |

but instead required Mr. Keith to leave said train orders "on train register outside of office window" at the end of his tour duty, which orders were picked up later by train service employees of said trains.

2. Carrier shall compensate L. G. Keith for ten (10) two hour calls at one and one-half times pro rata hourly rate of the agent-operator position at Leland, Mississippi. Total \$98.00.

(Carrier File: 137-218-275 Spl Case No. 827 Tel.)

**EMPLOYES' STATEMENT OF FACTS:**

**(a) STATEMENT OF THE CASE**

The dispute involved herein is predicated upon various provisions of the collective bargaining Agreement, as amended and supplemented, entered into by the parties effective June 1, 1951. The claims were handled on the property in the usual manner up to and including conferences where they were discussed with the highest officer designated by the Carrier to handle such claims.

The seven (7) claims incorporated into this submission to your Board were handled separately on the property but because of their similarity they have been consolidated into one submission. These claims involve the pick-up of train orders and clearance cards by train service employees from the train register at a station where the telegrapher was off duty and the messengering of train orders and clearance cards from an open station to one where the telegrapher was off duty, but available for a call, to perform the work in question, and to a point near the open office.

It is the contention of the Employees that the handling of train orders includes the sending, the receiving, the copying and the delivering by telegraphers, that such work is reserved exclusively to telegraphers and that the Agreement was violated when employees outside the effective Agreement performed this work on the dates specified. The Employees further contend that certain provisions of the collective bargaining Agreement require that the

## Claim No. 2

The company maintains a "GO" telegraph office at Central Station at Memphis, Tennessee. Johnston Yard, where no operator is employed, is located some three miles from Central Station. On the various claim dates special agents delivered to Johnston Yard train orders which had been copied by the operators at Central Station.

The union contends their agreement has been violated and the senior idle telegrapher is entitled to a day's pay on the various claim dates.

## Claim Nos. 3, 4, 5, 6, and 7

L. G. Keith is the regular agent-operator at Leland, Mississippi, working from 7:00 A. M. to 4:00 P. M., Monday through Saturday. J. H. Childs is the relief agent-operator at the same location and has the same hours as the regular agent-operator.

On the various claim dates the train dispatcher transmitted various train orders which were copied by the claimants. The train orders along with proper clearance cards were left by the agent on the train register and picked up by the train crew after he had gone off duty. No other person outside the scope of the TCU agreement at any time handled the train orders prior to the conductor receiving same.

Claim has been presented alleging the claimants are entitled to a call for not being held on duty to personally deliver the various train orders and clearance cards.

**OPINION OF BOARD:** The confronting Agreement includes what is known in the industry as the Standard Train Order Rule:

### "RULE 4

#### HANDLING TRAIN ORDERS

A. No employe other than covered by this schedule and train dispatchers will be permitted to handle train orders at telegrapher or telephone offices where an operator is employed and is available or can be promptly located, except in an emergency, in which case the telegrapher will be paid for the call."

This Board has held the Rule, in many Awards, to be specific, clear and unambiguous; and, further, it prevails over the Scope Rule which is general in nature.

In Claim No. 1 the "handling" of train orders consisted of their delivery to the crew addressed by another train crew at a point where a telegrapher was employed but was not on duty. We have held in a multitude of Awards that such action, under such circumstances, violated the Rule and the telegrapher assigned at the point of delivery was contractually entitled to pay for a call for each such occurrence. We, therefore, will sustain this Claim.

In Claim No. 2 train orders required for trains at "Johnston Yard" were copied by telegraphers at "GO" Telegraph Office and, by requirement of Carrier, were then carried to "Johnston Yard" for delivery to the addressed train

crew by employees not covered by the Telegraphers' Agreement. The following uncontroverted statement by the General Chairman is evidence of probative value that "Johnston Yard" and the "GO" office are within the same terminal limits and part of the same station where "GO" Office is located:

"'GO' Office, Memphis, Tenn. is an office covered by this agreement, where operators are employed. Johnston Yard is within the 'Terminal Limits' \* \* \*."

Because many Awards of this Board hold that Rules identical or similar to Rule 4-A, supra, apply not only at the precise location of the telegraph office, but everywhere within the limits of the station, we find that the "handling" of train orders complained of in this Claim violated Rule 4-A. For example, see and compare, Award Nos. 12371, 12781, 12852, 13266 and 13314. Carrier did not put at issue the relief prayed for in paragraph 2 of the Claim. We will sustain the Claim as presented.

In Claims No. 3, 4, 5, 6 and 7 Carrier required a telegrapher to leave train orders attached to the train register book outside the office window for the crews addressed to pick up after he had gone off duty. For reasons stated in Award Nos. 11788, 13712, 13713, 13714 and 14678 we will sustain each of these Claims.

**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 Carrier violated the Agreement.

#### AWARD

Claims sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1970.