

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Hubert Wyckoff, Referee

PARTIES TO DISPUTE:

**THE ORDER OF RAILROAD TELEGRAPHERS
MISSOURI PACIFIC RAILROAD COMPANY
GUY A. THOMPSON, Trustee**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad that:

(1) The Carrier violated the terms of the Agreement between the parties when it required or permitted a Section Foreman and a Signaller, employees not covered by said Agreement, to copy and handle line-ups by telephone at DeSoto, Missouri, a location where an employee covered by the scope of the agreement is employed, but was not on duty at the time the violation occurred, and;

(2) That Telegrapher C. L. Kistner, DeSoto, Missouri, shall be compensated for a call on January 2 and 3, 1952, in accordance with the provisions of Rule 10-(c) of the applicable agreement.

EMPLOYEES' STATEMENT OF FACTS: Prior to January 1, 1952, there were three tricks at DeSoto, Missouri, giving 24 hours service.

Effective January 1, 1952, one trick was abolished and hours of remaining tricks changed. First trick was assigned 8 A. M. to 4 P. M., second trick 7 P. M. to 3 A. M., thereby offering no service 4 P. M. to 7 P. M. and 3 A. M. to 8 A. M.

On January 2 and 3, 1952, about 7 A. M., Section Foreman and Signaller by use of an emergency telephone secured line-ups at DeSoto before first trick telegrapher Kistner came on duty; he was available and filed claim for two calls to cover these violations account persons outside of agreement securing line-ups, work which has always been performed by telegraphers at this station. Carrier declined to allow the claim.

POSITION OF EMPLOYEES: Briefly, it is the position of the Employees that the Carrier violated the terms of the Agreement when, after declaring one telegrapher position abolished at DeSoto, Missouri, on January 1, 1952, it permitted or required Maintenance of Way Employees, and those in the signal department, to copy, by use of the emergency telephone, train line-ups on January 2 and 3, 1952. The line-ups were relayed direct to such employees through telegraphers at Bismarck, 33 miles to the south, and/or through telegraphers at Davis Street, St. Louis, approximately 33 miles to the north, immediately prior to the time the first shift telegrapher at DeSoto was assigned to begin his tour of duty.

It is the position of the Carrier that messages, including line-ups, whether of record or not may be handled as the line-up was handled in this case without infringing upon or violating the Telegraphers' Agreement because such work has never been contracted exclusively to that craft.

(Exhibits not reproduced.)

OPINION OF BOARD: The record in this case has been considered in conjunction with, and is in all respects substantially the same as that in, TE-6462 (Award 6607).

For the reasons stated in Award 6607 the same conclusion should follow here:

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 claim should be remanded to the property for further handling in accordance with the Opinion in Award 6607.

AWARD

Claim remanded to the property for disposition in accordance with the foregoing Findings and Award 6607.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 14th day of May, 1954.