

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Mortimer Stone, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

CAMAS PRAIRIE RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Camas Prairie Railroad (Northern Pacific Railway), that:

(1) The Carrier violated the Agreement between the parties signatory thereto when on April 7, 8, 12, 13, 14, 15, 16, 19, 20, 21, 22 and 23, 1955, and on each subsequent date, when:

(a) It requires or permits train crews on extra trains moving east from East Lewiston, Idaho, to transport train orders from East Lewiston, Idaho, to Arrow, Idaho, to be left in a receptacle at that station for delivery to other trains; and, when

(b) It requires or permits these same train crews, in addition to leaving the train orders at Arrow, Idaho, for delivery to trains addressed, to also leave with said train orders written information as to their identity and arrival time at Arrow ("OS Report") thus enabling trains picking up said train orders to check their time of arrival at Arrow before proceeding beyond that point, and,

(2) The Carrier shall, by an appropriate order of your Board, compensate the Agent-telegrapher at Arrow, a One-Man Station, on the basis of a "Call" for each of the dates named in this claim and for each subsequent date on which the Carrier permits this violative act to occur. Such dates to be ascertained by a check of Carrier's records.

EMPLOYES' STATEMENT OF FACTS: Arrow, Idaho, is located on the Camas Prairie Railroad 13.5 miles east of Lewiston and 62.7 miles west of Stites, Idaho. Arrow, Idaho, is the terminus of Northern Pacific Railway trackage known as the Sixth Sub-Division of the Idaho Division extending

allowed on the basis of Helper's rate of pay since that is the lowest rated class of employees covered by the Agreement. It should be on a pro rata basis and only to the extent of the time actually worked by the contractor's employees in performing it."

The length of time consumed by the conductor in leaving a copy of the train order at Arrow on April 7, 1955 was a matter of minutes. Therefore, applying the principle propounded by this Division in cases where work was improperly removed from an agreement, the penalty accruing to Mr. Broneske would be payment at straight time rate for the length of time consumed by the conductor in leaving a copy of the train order at Arrow on April 7, 1955. This amount of time would not by any stretch of time imagination aggregate two hours, which is the number of hours claimed by Mr. Broneske. Moreover, whatever amount of work can be said was removed from the Telegraphers' Agreement effective April 1, 1948 would be compensable at straight time rate and not at time and one-half rate, as demanded by Mr. Broneske. Telegraph service employees, however, have not acquired either by agreement or by tradition a monopoly over the function of reporting the arrival of a conductor at a station regardless of whether the method used is by registering on a train register or by leaving a copy of a train order at a station with a notation on the train order of the time and date of arrival.

The Carrier has shown that telegraph service employees performed all functions in receiving and delivering Train Order No. 25 on April 7, 1955, and that no work customarily performed by such employees in connection with the receipt and delivery of this train order was delegated to or assumed by employees occupying positions not included within the scope of the Telegraphers' Agreement effective April 1, 1948.

The Carrier has also shown that traditionally conductors have always reported their arrival at a station either through the process of registering on a train register or noting on a train order the time and date of arrival and leaving a copy of the train order at the station. This work is performed by conductors as an incident to their regular duties.

The Carrier has also shown that the Telegraphers' Agreement effective April 1, 1948 contains no rule prohibiting a conductor from reporting his arrival time at a station either through the medium of a train register or through the medium of a copy of a train order and that, consequently, a conductor performing this function is not assuming duties that have been reserved to telegraph service employees.

The Carrier has further shown that the conductor in charge of Extra 200 East on April 7, 1955 in leaving a copy of his train order at Arrow did not perform work that by agreement or by tradition had been reserved to telegraph service employees.

The claim covered by this docket should be denied.

All data in support of the Carrier's position in connection with this claim has been presented to the duly authorized representative of the Employees and is made a part of the particular question in dispute.

OPINION OF BOARD: Train No. 661 was en route from Spokane through Arrow to East Lewiston while Extra No. 200 East was en route from East Lewiston to Arrow, thence going on a branch line to Orofino. Like

train order was issued by dispatcher and delivered by telegrapher to both trains giving Extra No. 200 East right over No. 661 between East Lewiston and Arrow and directing the conductor of the Extra not to wait for No. 661 at Arrow but to leave there a copy of the train order showing engine number, time of arrival at Arrow and date, with his signature written on it, as evidence of the arrival of his train at Arrow. These directions were complied with and the copy of train order with required information and signature was left on the register book at Arrow to be picked up by the conductor of No. 661. Petitioner asserts that this constituted the delivery of a train order to the opposing train.

Arrow was a one-man station with an agent-telegrapher employed and was a register office. It appears that if the extra train had not been made superior the conductor of the opposing train would not have required another train order in order to proceed after the arrival of the extra train but needed only to determine by proper evidence that the extra train had arrived, and that this was done by checking the train register upon arrival at Arrow. However, under Operating Rule S-83 (A) when an extra train has been made superior to the opposing train, the train register will not be used as evidence of the arrival of such extra train. The rules do not specify that in such case a further train order is required, except when the extra train has not arrived. Where, as here, the extra train has arrived, the rule is only negative. It states only that the train register shall not be used and leaves to management the prerogative to determine what evidence shall be used to establish the fact that the opposing train had arrived. So it appears that the leaving of the train order with identification of train and time of arrival and signature of conductor was not a substitution for a train order but an acceptable substitution for inspection of the train register, which under the existing circumstances could not be used as evidence of the arrival of the opposing train.

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 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 17th day of February, 1960.