

Award No. 12967  
Docket No. TE-11808

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Don Hamilton, Referee

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS  
QUANAH, ACME & PACIFIC RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Quanah, Acme & Pacific Railway that:

1. Carrier violated the terms of its effective Agreement with The Order of Railroad Telegraphers, when on March 25 and 27, and continuing thereafter it required Telephoner D. F. Willis at Floydada, Texas, to place train orders and clearance cards on the train register book, located near the telegraph office, where such train orders were picked up by conductors of trains to which addressed, on mornings of March 26 and 28 respectively, at a time prior to regular assigned hours of the Agent-Telephoner.

2. Carrier shall now compensate Agent-Telephoner Robert Medlen an amount equal to one call under the agreement for the violation above set forth on March 25-26, 1959.

3. Carrier shall now compensate Relief Agent-Telephoner F. E. Templeton an amount equal to one call under the agreement for the violation above set forth on March 27-28, 1959.

4. Carrier shall also compensate Agent-Telephoner Robert Medlen, or Relief Agent F. E. Templeton, as the case may be, or their successors, an amount equal to one two-hour call under the agreement for each subsequent date when, in violation of the agreement, they are or have been deprived of work to which entitled in handling such train orders and clearance cards.

**EMPLOYES' STATEMENT OF FACTS:** The current agreement between the parties, effective from February 1, 1953, is by reference placed in evidence. Article I (1), Scope, provides that:

"This schedule will govern the employment and compensation of Agents, Agent-Telephoners, Telegraphers, Telegrapher-Clerks, Telephoners, Telephoner-Clerks, Levermen, Station Assistants and Caretakers upon the lines of the Quanah, Acme & Pacific Railway Com-

The Organization refers, in their letter of April 13, 1959, to several prior awards of the Board relating to "handling train orders" and the Carrier wishes to call attention also to Awards 1821, 7343 and 8327 sustaining Carrier's position in somewhat similar cases.

In conclusion the carrier has shown that there has been no change in the manner of handling train orders over all the years of their operation, and agreements have been made and revised several times while train orders were being handled in this manner and there has never been any question raised about this manner of handling and for reasons outlined herein claim of employees is without merit or agreement support and Carrier respectfully requests this board to so find and deny such claim in its entirety.

(Exhibits not reproduced.)

**OPINION OF BOARD:** The instant dispute involves a matter which has been before this Board on a number of occasions. This is a question of the interpretation of the words, "handling train orders".

It is alleged that on March 25 and 27, 1959, and continuing thereafter, Carrier required telephoner Willis to place train orders and clearance cards on the train register book, located near the telegraph office at Floydada, Texas, where such train orders were picked up by conductors of trains to which addressed, on mornings of March 26 and 28, 1959, respectively, at a time prior to regular assigned hours of the Agent Telephoner.

Employees contend that "handling", as used in the agreement, includes not only the copying, but also the manual delivery. Carrier urges that, in fact, no one but the telephoner handled the message, and that the one who picked it up, actually executed it.

There are numerous awards of this Board which sustain the employees' contention. There are some awards which have, for one reason or another, sustained Carriers' position. By far, the heavy preponderance of precedent is in favor of the organization's position. We find nothing significant in this case to justify a departure from the established custom. Therefore the claim is sustained.

**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 violated.

#### AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 14th day of October 1964.