

Award No. 13498

Docket No. TE-13483

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**SOUTHERN PACIFIC COMPANY
(Texas and Louisiana Lines)**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific Lines in Texas and Louisiana (T&WO Railroad Company), that:

1. The Carrier violated an Agreement between the parties hereto when it permitted or required employees not covered by said Agreement to handle (receive, copy and deliver), train orders at the station locations and on the dates hereinafter set forth:

Claim No.	Station	Date	Train Order No.	Addressed To
1.	Mofeta, Texas	July 1, 61	151	Extra 457 East
2.	Comstock, Texas	Aug. 21, 61	164	Extra 435 West
3.	Devils River, Tex.	Oct. 7, 61	174	Extra SSW 959 East
4.	Malvado, Texas	Nov. 6, 61	172	Extra 417 West (care of Conductor Casey)
5.	Shaw, Texas	Nov. 6, 61	165	No. 250
6.	Mofeta, Texas	Nov. 6, 61	170	Extra 421 East
7.	Shaw, Texas	Nov. 7, 61	195	First 246
8.	Malvado, Texas	Nov. 13, 61	183	No. 246
9.	Shaw, Texas	Dec. 10, 61	176	Extra 625 East
10.	Pumpville, Texas	Dec. 19, 61	173	Extra 360 East
11.	Devils River, Tex.	Dec. 30, 61	172	Extra 437 East
12.	Pumpville, Texas	Dec. 30, 61	152	Extra 437 East
13.	Comstock, Texas	Jan. 19, 62	167	Extra 453 West

2. The Carrier shall, because of the violations set out in Part 1 hereof, compensate the following named employees, idle on their respective rest days, a day's pay, eight (8) hours, at the time and one-half rate:

Claim No.	Claimant
1 and 9	Mrs. C. C. Clark
2, 5, and 8	L. J. Dantone
3 and 11	Herman Woods
4	Mrs. E. J. Looper
6	J. U. Huey
7 and 10	O. G. Noriega
12 and 13	J. W. Yarbrough

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties hereto effective December 1, 1946, and as amended.

There are, as the Statement of Claim indicates, 13 disputes involving the handling of train orders by employees outside the scope of the parties' Agreement. Each claim was handled separately on the property. However, since all of the claims have common aspects, viz., the subject matter of the violations, locations, and rules, the Employees have as a means of eliminating repetitious argument and handling, and in the interest of brevity, incorporated all of these disputes into this submission.

GENERAL FACTS

The station locations involved in this appeal are on Carrier's Del Rio Subdivision. For your Board's ready reference, we attach hereto and make a part hereof ORT Exhibit A, which is page 4 of Carrier's Timetable No. 1 of the Del Rio Subdivision. It may be noted that this Timetable schedule shows First, Second, Third and Fourth Class trains. Extra trains, i.e., trains not authorized by Timetable schedule are operated by train orders. All except three (3) of the train orders handled (received, copied and delivered) by employees outside the scope of the parties' Agreement was in connection with the operation of extra trains.

It may be also noted from the Timetable that Sanderson, Texas, is located at Milepost 507, whereas Del Rio, Texas, is located at Milepost 378.6. The distance between the two stations being 128.4 miles.

At page 8 of the Supplemental Wage Scale (Rule 37 of the current Agreement) are listed the positions on the Del Rio Subdivision (San Antonio Division Seniority District). For your ready reference, we hereinafter reproduce the position listings Del Rio to and including Sanderson:

1. There has been no rule violated.
2. There is no rule to support the claim.
3. There has been a train order rule in the Conductors' Agreement in full force and effect during the time that nine Telegraphers' Agreements have been negotiated and when Telegraphers' Train Order Rule was readopted.
4. The practice of employees other than telegraphers handling train orders has been in effect for at least fifty years.
5. Awards of the Third Division dictate a denial award in this case, and particularly in Case Award 7953, as all conditions present in Award 7953 are present in this case and that the denial in that case, Award 7953, is clearly controlling here.
6. That employees are attempting to seek a new rule (which they have not been able to secure by negotiation) which is not a function of the Board to grant under the provisions of the Railway Labor Act.

For the reasons stated above, this case is entirely devoid of merit or validity, and should be denied.

OPINION OF BOARD: The issues, parties and Agreement involved in this Claim are the same as in Award No. 13491. For the reasons stated in that Award, we will deny this Claim.

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 did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of April 1965.