

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David H. Brown, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

MISSOURI-KANSAS-TEXAS RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers' on the Missouri-Kansas-Texas Railroad, that:

1. The Carrier violated Rule 1(a) (Scope Rule), and Subsection (d) of the Telegraphers' Agreement when it permitted or required employes other than those covered by the Scope Rule of the Telegraphers' Agreement, and Subsection (d), to copy train orders and transmit messages on the dates and at the locations shown below.

2. Carrier shall be required to pay the Claimant Telegraphers' named a day's pay at the minimum rate for Telegraphers, plus the regular rate, as set forth in Subsection (d) of the Agreement, for each of said violations.

Date	Location	Order No.	Handled by	Claimant Operator
June 21, 1962	Moran, Kan.	114-115	Doyle	A. W. Redding
June 27, 1962	Ringer, Kan.	42	Baxley	A/T Beagle, Kan.
June 27, 1962	Moran, Kan.	115	Springer	A. W. Redding
June 30, 1962	Moran, Kan.	100	Harris	A. W. Redding
July 5, 1962	Moran, Kan.	121	Hubert	A. W. Redding
July 10, 1962	Angola, Kan.	123	Sage	H. M. Edmondson
July 10, 1962	Moran, Kan.	111-118	Springer	A. W. Redding
July 18, 1962	Glen Park	Consist message	Mallot	E. S. Bauman
July 26, 1962	Glen Park	Consist message	Mallot	E. S. Bauman
July 28, 1962	Mildred, Kan.	24	Hogan	A/T Kincaid, Kan.
July 28, 1962	Moran, Kan.	54	Hogan	A. W. Redding
Aug. 11, 1962	Moran, Kan.	92-93	Robison	A. W. Redding
Aug. 17, 1962	Angola, Kan.	123	Beard	H. M. Edmondson
Aug. 17, 1962	Moran, Kan.	155	Matney	A. W. Redding
Aug. 18, 1962	Mildred, Kan.	42	Springer	A/T Kincaid, Kan.
Aug. 24, 1962	Parker, Kan.	64	Roscob	W. R. Rymand
Aug. 25, 1962	Moran, Kan.	113	Brown	A. W. Redding
Aug. 26, 1962	Hepler, Kan.	14	Snow	J. H. Findley

Fifteen (15) of the alleged violations and claims involve the copying or receiving of train orders by member of train crew on telephone at Moran, Ringer, Mildred, Parker and Angola, Kansas, where no agent or telegrapher is employed. The Claimants in these cases are the alleged Agent-telegraphers at Iola, Beagle, Kincaid, Centerville and Coffeyville, Kansas, where no train orders were copied or received by anyone. The rail mile distance between the points where the alleged violations occurred and the Claimants were allegedly employed is as follows:

Location Train Order Copied	Claimant's Office	Distance
Moran	Iola	13.2
Ringer	Beagle	8.1
Mildred	Kincaid	4.2
Parker	Centerville	8.4
Angola	Coffeyville	10.5

One of the alleged violations and claims involve the copying or receiving of two train orders on telephone by member of train crew at Hepler, Kansas, on Sunday, August 26, 1962, one at 1:59 A. M. and the other at 2:05 A. M., where a telegrapher is employed but was off duty and not available or could not be promptly located for service claimed.

Two of the alleged violations and claims involve the telephoning of train consist by yard office employe at Glen Park, Kansas City, where both continuous joint telegraph service with the St. Louis-San Francisco Railway Company and the Kansas City Terminal Railway Company is and always has been maintained, and MKT telegraph service has been maintained periodically as needed only, to North Yard, Parsons, Kansas, at 3:00 A. M. July 18, 1962 and at 4:00 A. M. July 26, 1962.

Attached hereto and made a part hereof is copy of the correspondence exchanged by the parties in the handling of these alleged claims on the property, Carrier's Exhibit A.

(Exhibits not reproduced.)

OPINION OF BOARD: We dispose of this claim under authority of our decision in Award Number 14659. All claims are denied.

The two claims from the Glen Park location are covered by our decision in Award 14660. The claim of J. H. Findley is denied because Carrier has shown to our satisfaction it offered the call to Findley and he was unavailable.

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 not violated.

AWARD

All claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 15th day of July 1966.

CARRIER MEMBERS' CONCURRING OPINION TO AWARD 14663
DOCKET TE-14377 (Referee Brown)

We concur with the Opinion in its entirety, and in connection with the two claims at Glen Park adopt the concurring remarks made in dissent to Award 14660, Docket TE-13371, Claim 11, Item 6.

W. M. Roberts
G. L. Naylor
C. H. Manoogian
R. A. DeRossett
H. K. Hagerman