



Award No. 15540
Docket No. TE-14476

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

John H. Dorsey, Referee

PARTIES TO DISPUTE:

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

THE NEW YORK, CHICAGO AND ST. LOUIS
RAILROAD COMPANY
(Wheeling and Lake Erie District)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York, Chicago and St. Louis Railroad (Wheeling and Lake Erie District), that:

CLAIM NO. 1

1. Carrier is violating the Telegraphers' Agreement daily, Monday through Friday, by requiring and/or permitting Section Foremen to perform telephone service of copying and receipting for message line-ups of trains over the telephone from the Train Dispatcher at Brewster, Ohio, as identified in Statement of Facts.

2. Commencing October 16, 1961, and so long thereafter as the violation continues, claim is made as follows:

(a) At points where no telegrapher is employed a day's pay shall be allowed at minimum rate for telegrapher service to the first-out idle extra telegrapher or, on dates no extra telegrapher is idle to the senior idle extra employee.

(b) At points where a telegrapher is employed but not on duty a call shall be paid to such employee in accordance with the provisions of the Agreement for service outside of assigned hours.

3. A joint check of Carrier's records shall be made to ascertain payments due under this claim.

CLAIM NO. 2

1. Carrier is violating the Telegraphers' Agreement daily, Monday through Friday, by requiring and/or permitting Section Fore-

men, holding no seniority thereunder, to perform telephone service of copying and receipting for message line-ups of trains over the telephone from the Train Dispatcher at Brewster, Ohio, as identified in the Statement of Facts.

2. Commencing February 8, 1962, and for so long as practice continues, claim is made as follows:

(a) At points where no telegrapher is employed a day's pay shall be allowed at minimum rate for telegrapher service to the first-out, idle extra telegrapher or, on dates no extra telegrapher is idle to the senior idle regular employee.

(b) At points where a telegrapher is employed, but not on duty a call shall be paid to such employee in accordance with the provisions of the Agreement for service outside of assigned hours.

3. A joint check of Carrier's records shall be made to ascertain payments due under this claim.

CLAIM NO. 3

1. Carrier is violating the Telegraphers' Agreement by allowing and requiring employees not covered thereby to perform service of operating the telephone for the purpose of handling message line-ups and failing to compensate the telegrapher employees as agreed.

2. Carrier shall be required to comply with the provisions of Mediation Agreement effective March 1, 1962 by compensating the first-out, idle extra employee, or the senior idle regularly assigned telegrapher employee observing his rest day provided no extra employee idle, as the case may be, for each violation set forth in the Statement of Facts and until the violative practice ceases to exist.

3. A joint check of Carrier's records shall be made to ascertain payments due telegrapher employees under this claim.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties hereto, effective as to rules February 1, 1952, and as to rates, February 1, 1951, and as amended. Copies of said Agreement, as prescribed by law, are assumed to be on file with your Board and are, by this reference, made a part hereof.

The three (3) claims incorporated into this appeal were handled separately on the property. However, since the question at issue, namely, the operation of the telephone by employees outside the scope of said Agreement for the purpose of receiving messages in the form of train line-ups from the Dispatcher at Brewster, Ohio, at the various locations named in the complaints, is the same in all of the claims, which have been progressed on the property under identical rules and arguments, the Employees have, in the interest of brevity and to eliminate to the extent possible, repetitious handling, incorporated the three (3) claims into this one appeal. This procedure has the approval of your Board in Awards 10619 (LaBelle), 11300 (Moore), 11174 (Dolnick), 4821 (Carter), among others.

Line-ups are prepared by the dispatcher on the basis of his knowledge of train movements, both current and those contemplated. Essentially, the information provided therein is simply that of the location of trains then being operated, information regarding trains expected to be operated, and any other information deemed by the train dispatcher to be helpful to motor car operators from a safety standpoint. Line-ups are not received by trains and the information contained in line-ups is wholly unknown to the crews of trains which might be mentioned in a particular line-up. Insofar as the operation of trains is concerned, the information furnished to motor car operators by line-ups might just as well never exist as train and engine crews have absolutely no knowledge of it. From this it can be seen that a line-up thus given motor car operators over the telephone is nothing more nor less than conversational information between the train dispatcher and the motor car operator.

There never has been a time on this property when the copying of line-ups, in whatever form, was exclusively performed by telegraphers. Line-ups came into regular use long after the telephone had been in use.

(Exhibits not reproduced.)

OPINION OF BOARD: The issue is whether Carrier violated Telegraphers' Agreement by requiring or permitting employees not covered by that Agreement to perform service of operating the telephone for the purpose of handling line-ups. The same issue involving the same parties and Agreement was adjudicated in Award 13442. For reasons stated in that Award we will deny the Claims herein.

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 5th day of May 1967.

Keenan Printing Co., Chicago, Ill.

15540