



**Award No. 15897**

**Docket No. TE-14765**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**John J. McGovern, Referee**

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**PARTIES TO DISPUTE:**

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

**CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad, that:

1. Carrier violated the Agreement between the parties when at 7:55 A.M., on January 15, 1963, and at 7:38 A.M. on February 13, 1963, it required or permitted Track Supervisor D. A. Frazier at Iowa Falls, Iowa, and employe not covered by the Agreement, to copy by telephone lineups of train movements from the train dispatcher at Des Moines, Iowa.

2. Carrier shall compensate R. O. Dillon, Telegrapher employed at Iowa Falls, one call on each date January 15 and February 13, 1963.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties, effective August 1, 1947 (reprinted to include interpretations and special agreements to November 1, 1956), as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Prior to May 21, 1962, there were 3 Telegrapher positions at Iowa Falls, Iowa, providing continuous telegraph service at that station. The occupants of the three Telegrapher positions performed all the work covered by the Agreement at Iowa Falls, including the handling of orders, lineups, messages, reports and other communications of record necessary to the safe and/or efficient operation of the railroad.

Effective May 21, 1962, Carrier abolished one Telegrapher position at Iowa Falls and changed the hours of the first shift to 9:00 A.M. to 5:00 P.M. and of the second shift to 9:00 P.M. to 5:00 A.M. Both are seven day positions with rest day relief furnished by a regularly assigned relief employe.

Iowa Falls is the headquarters for a section gang, a signal maintainer, a lineman and Track Supervisor D. A. Frazier, all of whom must have a lineup before commencing work each day between 7:30 A.M. and 8:00 A.M. It is not unusual for Mr. Frazier or others to communicate with the Train Dis-

Agent-Telephoners  
Telegraphers  
Telephone Operators (Except telephone switchboard operators)  
Relay Managers  
Manager Wire Chiefs  
Wire Chiefs  
Traffic Chiefs  
Printer and Teletype Operators  
Tower and Train Directors  
Towermen  
Levermen  
Block Operators

herein referred to as 'telegrapher(s)' and/or 'employees(s)'."

3. Rule 24 of said Agreement reads as follows:

"RULE 24.  
HANDLING OF TRAIN ORDERS.

No employe other than covered by this schedule and train dispatchers will be permitted to handle train orders at telegraph or telephone offices where an operator is employed, can be promptly located and is available, except in an emergency, in which case the telegrapher will be notified and paid for the call. (See Memorandum No. 27, Page 111.)"

4. On the mornings of January 15 and February 13, 1963, at Iowa Falls, Iowa, Track Supervisor D. A. Frazier called the train dispatcher on the dispatching telephone circuit and obtained information necessary to properly supervise the men under his direction.

5. The Order of Railroad Telegraphers has claimed that compensation of one two (2) hour call on each date be paid R. O. Dillon, off-duty telegrapher at Iowa Falls at the time of the telephone conversations in dispute. The Organization's claim has been declined.

6. The assigned hours of the two (2) telegraphers working at Iowa Falls on the dates in dispute were:

9:00 P. M. to 5:00 A. M.

9:00 A. M. to 5:00 P. M.

The two telegraphers handled all of the telegraph work required at Iowa Falls. All line-ups for the maintenance of way department employes were made up by the telegraphers while they were on duty.

**OPINION OF BOARD:** This is a case wherein the Organization alleges that the Carrier violated its Agreement when Track Supervisor Frazier used the dispatchers' telephone circuit to secure line-ups from the Train Dispatcher at time when no telegrapher was on duty. The Telegraphers rely on the Scope Rule, which admittedly is general in nature, and thereby does not describe in detail the work so covered; under the precedent awards adopted

by this Board, we are urged to conclude that the work involved in this dispute, is work which has historically, customarily and traditionally been performed by them. They further state the communication with the Train Dispatcher by Track Supervisor Frazier on January 15, 1963, involved the movement of trains, work which telegraphers have performed for a number of years to the exclusion of others.

The Carrier avers that the conversations in dispute did not constitute messages of record or train orders, did not involve train operations, and did not replace the use of telegraph facilities. The Carrier further contends that the dispatching telephone circuit is and has always been used in conjunction with telegraph equipment. They refer us to several awards of this Board which held that telegraphers did not have exclusive use of telephones except when telephones were used in lieu of the telegraph. Carrier also, by way of argumentation, proposes that the conversations in dispute were strictly for information purposes to enable the Track Supervisor to more efficiently handle Maintenance of Way operations.

There are a long series of awards which have held that the telegraphers do have exclusive jurisdiction over so-called messages of record and that messages of record were meant to control transportation. Certainly we do not adhere to the proposition that all telephone conversations were matters of record. If the conversations in this case constituted "messages of record" affecting train movements, we would be inclined to agree with the Organization. However, the evidence of record before us is not very helpful for us to make an intelligent determination as to the specific content of the conversations involved. If indeed they involved "messages of record," that record should have been presented to us by the moving party. One side states that they involved the movement of trains, where as the other side counters that they were simply informational in character and pertained to Maintenance of Way operations. The evidence is conflicting, confusing and not sufficiently substantial to enable us to render a sustaining 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 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 31st day of October 1967.

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