

Under the  
RAILWAY LABOR ACT  
Special Board of Adjustment No. 226  
Hearings April 9-30, 1958  
Dallas, Texas  
Award No. 22



PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS  
MISSOURI-KANSAS-TEXAS LINES

STATEMENT OF ORT CLAIMS MSC-3-22:

1. Claim that the Carrier has violated the Agreement since January 23, 1957 at the which time the Carrier abolished the telegrapher's position at Eureka Yard Office and has since permitted or required communication work to be performed by other employes such as yardmaster, clerks, et al.
2. That the position shall now be ordered restored and the work returned to the Agreement.
3. Claim that Carrier violated the Agreement on February 2, 1957, at 11:15 a.m., when it permitted or required the yardmaster at Eureka Yard to use the telephone to obtain a report as to the arrival time of train No. 81, in violation of Rule 1 (a) and 1 (d).
4. That Telegrapher C. D. Smith be paid for eight (8) hours, as claimed, by reason of said violation.

FINDINGS AND OPINION:

Two separate claims appear in the statement of claims.

Claim No. 1, appearing in paragraphs 1 and 2, is a protest against abolishing the telegrapher's position at Eureka Yards (Houston) and a request that said position be reopened and the work returned to the Telegraphers' Agreement. It is supplemented with claim for 40 hours pay for the Senior Extra Man for each 40-hour period the office remains closed after January 23, 1957.

Claim No. 2, appearing in paragraphs 3 and 4, that the Carrier violated Rules 1(a) and (d) on February 2, 1947, when the Yardmaster allegedly used the telephone at Eureka Yards to obtain a report as to the arrival time of train No. 81. It includes a penalty request for 8 hours for C. D. Smith telegrapher at Houston.

The ORT submission discloses that the claims were filed on March 28, 1957.

Grievances are required to be filed within 60 days after a violation occurs. The time limitation began to run on January 23 on Claim No. 1. That is the date on which Carrier abolished the Telegrapher's job at the Eureka (Houston) yard office. The claim was not filed until 65 days after the alleged violation occurred.

We hold therefore that the claim was untimely filed and shall order it dismissed without prejudice.

The time limitation applicable to Claim No. 1 is not applicable to Claim No. 2.

Yardmasters find the telephone a necessity in making calls to different points within the terminal. It would be burdensome to the point of impossibility of performance of their work if they were compelled to write out messages for transmittal by ORT employes to

points within the terminal. Their work is facilitated when they can discuss it directly and give verbal order immediately by telephone. Such work within a terminal does not belong to ORT employees exclusively.

But the specific complaint in Claim No. 2, is that the Yardmaster used the telephone at Eureka Yards to get a report on when train No. 81 was expected to arrive at the yards. It is not stated from whom this information was obtained. It is immaterial. Yardmasters have used the telephone for such needed information ever since the invention of the telephone. Before the Carriers established telephone systems of their own, Yardmasters used the local commercial telephone system to communicate with other offices within the terminal. Such conversational use of the telephone by the Yardmasters for ready information and for "back and forth" discussions to plan and execute work programs is a permissible use of the Carrier's telephone system. It has never been the exclusive work of the ORT telegraph-telephone employees.

It follows that Claim No. 2 must be denied.

AWARD:

Both claims denied.

/s/ Daniel C. Rogers  
Daniel C. Rogers, Chairman  
Fayette, Missouri

/s/ W. I. Christopher  
W. I. Christopher, Employee Member  
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/s/ A. F. Winkel  
A. F. Winkel, Carrier Member  
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August 1, 1958