



Award No. 18997
Docket No. TE-16030

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
TOLEDO, PEORIA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Toledo, Peoria and Western Railroad, that:

1. Carrier violated and continues to violate the terms of the current Telegraphers' Agreement when on September 28, 1964, it abolished the third shift operator-clerk position at La Harpe, Illinois, without abolishing the work thereof.

2. Carrier violated the Agreement when on September 28, 1964, it transferred some of the work of the third shift operator-clerk position to employees outside the coverage of the Telegraphers' Agreement.

3. Carrier shall be required to restore the work which has been transferred to employees outside the coverage of the Telegraphers' Agreement to employees covered thereby.

4. Carrier shall be required to compensate the incumbent Agent-Operator L. F. Roberts, and his relief Agent-Operator M. F. Lannon, or any other person who holds these positions in the future at La Harpe, Illinois, a call for each date, beginning with sixty (60) days previous to February 15, 1965, and as long as the violation of the Agreement occurs.

EMPLOYEES' STATEMENT OF FACTS: There is in full force and effect an Agreement by and between the Toledo, Peoria and Western Railroad Company, hereinafter referred to as Carrier, and all that class of its employees represented by the Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers), hereinafter referred to as Employees and/or Union, effective April 29, 1947, revised to September 30, 1953, and as otherwise amended and supplemented. Copies of said Agreement are available to your Board, and are, by this reference, made a part hereof.

At page 22 of said Agreement, under Rule 24 -- Rates of Pay, are listed the positions in effect at La Harpe, Illinois on the effective date thereof. For ready reference they are:

Carrier's position is that telegraphers have not always performed the work of calling crews; that both clerks and telegraphers have on occasions called crews at Carrier terminals in Keokuk, Iowa and Effner, Illinois; that clerks have always called crews at East Peoria, Illinois; that while it is true that the work of calling crews has been performed at La Harpe by telegraphers for many years, Carrier should not be penalized and be required to pay an employe covered by the Agreement who would perform only clerical work when called; that no work covered by the scope rule of the telegraphers' Agreement was transferred to employes not covered by the Agreement inasmuch as clerical work of some nature is performed by many crafts, although primarily the work of clerks; that the work of calling crews is not exclusively allocated to telegraphers and that all telegraphic work at La Harpe is still being performed by employes subject to the telegrapher's Agreement.

While crew calling may not be an inherent component of a telegrapher position and may often be required as an incident to other work customarily assigned to telegraphers (see Award No. 18820), we find that the July 15, 1959 Memorandum of Agreement between the parties hereto clearly bound Carrier not to assign the work in this instance, at La Harpe to employes not subject to said Agreement; and thus Carrier violated said Memorandum of Agreement, after abolishing the third shift clerk-operator position at La Harpe when it permitted employes at East Peoria Yard to call crews and we will thus sustain the 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 Employes involved in this dispute are respectively Carrier and Employes 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 violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 11th day of February 1972.