

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19374
Docket Number TE-16492

Thomas L. Hayes, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
((Formerly Transportation-Communication Employees Union)
PARTIES TO DISPUTE: (
(Southern Pacific Company (Texas and Louisiana Lines)

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Southern Pacific Company (Texas and Louisiana Lines), that:

Claim No. 1
(TE-65-176)

1. Carrier violated the Agreement between the parties on April 29, 1965, when it allowed or required an employee not covered by the Agreement at Port Lavaca, Texas, to transmit communication of record.

2. Carrier shall allow Mrs. L. A. Davis, regularly assigned to Alice-Corpus Christi, Texas, relief position, a day's pay at the time and one-half rate.

Claim No. 2
(TE-65-177)

1. Carrier violated the Agreement between the parties on April 29, 1965, when it allowed or required an employee not covered by the Agreement to copy a communication of record at Victoria, Texas.

2. Carrier shall allow J. E. Goode, Telegrapher-Clerk, a day's pay at the time and one-half rate.

Claim No. 3
(TE-65-169)

1. Carrier violated the Agreement between the parties on May 4, 1965, when it allowed or required an employee not covered by the Agreement to transmit communication of record at Port Lavaca, Texas.

2. Carrier shall allow Mrs. V. L. Fullick, Telegrapher-Clerk, a day's pay at the time and one-half rate.

Claim No. 4
(TE-65-175)

1. Carrier violated the Agreement between the parties on May 4, 1965, when it allowed or required an employee not covered by the Agreement to copy a communication of record at Victoria, Texas.

2. Carrier shall allow Mrs. J. R. Tomlinson, regularly assigned to Victoria-Wharton, Texas, relief position, a day's pay at the time and one-half rate.

Claim No. 5
(TE-65-173)

1. Carrier violated the Agreement between the parties on May 12, 1965, when it allowed or required an employee not covered by the Agreement to copy a communication of record at Victoria, Texas.

2. Carrier shall allow Mrs. J. R. Tomlinson, regularly assigned to Victoria-Wharton, Texas, relief position, a day's pay at the time and one-half rate.

Claim No. 6
(TE-65-171)

1. Carrier violated the Agreement between the parties on May 12, 1965, when it allowed or required an employee not covered by the Agreement to transmit communication of record at Port Lavaca, Texas.

2. Carrier shall allow Mrs. A. W. Crafton, Telegrapher-Clerk, a day's pay at the time and one-half rate.

Claim No. 7
(TE-65-174)

1. Carrier violated the Agreement between the parties on May 12, 1965, when it allowed or required an employee not covered by the Agreement to copy a communication of record at Victoria, Texas.

2. Carrier shall allow Mrs. V. L. Fullick, Telegrapher-Clerk, a day's pay at the time and one-half rate.

OPINION OF BOARD: This case involves seven claims and the issue of whether the activities of Carrier's employees in the exchanges of certain information constituted acts of such a nature that the performance of the same would be reserved exclusively to the telegraphers and, if so, whether their performance by another craft entitles the claimants to payment of eight hours' pay at the time and one-half rates.

The Scope Rule of the Telegraphers is general in nature and we must then look to practice, custom and tradition to ascertain whether or not the work in dispute has been performed exclusively by this craft.

A careful review of the record indicates that the telegraphers failed to prove by a preponderance of evidence that conversations giving advance information regarding the condition of cars in the yard at a terminal, and related information, are messages of a kind that have been and must be transmitted exclusively by telegraphers.

In view of the foregoing, the claim is denied.

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 Employee involved in this dispute are respectively Carrier and Employee 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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

E. A. Killum
Executive Secretary

Dated at Chicago, Illinois, this 28th day of July 1972.