

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19644
Docket Number TE-18360

Robert M. O'Brien, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station **Employees**
(Formerly **Transportation-Communication** Division, **BRAC**)

PARTIES TO DISPUTE: (

(Southern Pacific **Company** (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General **Committee** of the **Transportation-Communication** Division, **BRAC**, on the Southern Pacific Company (Pacific Lines), that:

1. Carrier violated the Agreement between the parties, and continues to violate said Agreement in **requiring** or permitting **employees** or persons not subject to said Agreement to handle **communications** of record by telephone between Ogden, Utah; Pocatello, Idaho and Green River, **Wyoming**, and the S. P. Chief Dispatcher's office at **Roseville**, California.

2. **Because** of such violations of the Agreement, **Carrier** shall be required to, **commencing** sixty (60) days prior to **August 17, 1964:**

(a) Cease the violations and restore the work to the employees subject to said Agreement entitled to perform it.

(b) Consent to a cooperative check of the Carrier's records jointly with a representative of this Organization, to determine the facts in any dispute of the material facts **which** may arise in the course of disposing of this claim in the determination of the proper Claimant on **any** date, together with the proper amounts due each said Claimant.

(c) **Commencing** as of 12:01 a.m. PST on the date shown in (a) above, and until the violations outlined above cease, Carrier shall pay one special call at the applicable overtime rate of position occupied at Ogden, Utah by each **employee**. Such **employees** to include:

A. F. **Haws**, Manager-Wire Chief (or his successor), assigned to work 8:01 a.m. to 4:00 p.m., daily, except Saturday and Sunday.

D. W. Ward, Relief Manager-Wire **Chief-Telegrapher-PMO** (or his successor), assigned to **work** Friday Position **81**, 1st **Telegrapher-PMO**, 8:01 a.m. to 4:00 p.m., Saturday and **Sunday**, Manager-Wire Chief 8:01 a.m. to 4:00 p.m., Monday and Tuesday, Second Wire Chief, 4:01 p.m. to 12 Midnight; Wednesday and Thursday, rest days.

D. D. Terry (or his successor), Second Wire Chief, assigned to work **4:01** p.m. to 12 Midnight, daily, except Thursday and Friday.

W. R. **Godwin**, Third Wire Chief (or his successor), assigned to work **12:01** a.m. to **8:00** a.m., daily, except Thursday and Friday.

J. N. Dockter (or his successor), PMO-Clerk, assigned to work 6:00 a.m. to 2:00 p.m., daily, except Saturday and Sunday.

L. P. Chamberlain (or his successor), Position 81, 1st Telegrapher-PMO, assigned to work **8:01** a.m. to 4:00 p.m., daily, except Friday and Saturday.

C. E. Swanson, 2nd Telegrapher-PMO (or **his successor**), assigned to work **4:01** p.m. to 12 Midnight, daily, except Sunday and Monday.

M. K. **Segar** (or his successor), assigned to work Thursday and Friday Third Wire Chief **12:01** a.m. to 8:00 a.m., Saturday Position 31, 1st Telegrapher-PMO **8:01** a.m. to 4:00 p.m., Sunday and Monday, 2nd Telegrapher-PMO **4:01** p.m. to Midnight, Tuesday and Wednesday, rest days.

Also, in accordance with the terms of Rule 21 **(e)** - 1 and 2, the senior qualified, idle extra **employee** covered by the subject Agreement (if any) **at** Ogden at the time of each instance of violation, when available, shall be used in preference **to** any of the Claimants listed above.

OPINION OF BOARD: The within claims arose when Carrier closed its Chief Train Dispatcher's office in Ogden, Utah and moved the work formerly performed therein to Roseville, California. The Organization contends that **communications** formerly exchanged with connecting lines in Ogden now move over **Southern** Pacific wires between Ogden and Roseville and that said communications are being transmitted and received by employees not covered by the Telegraphers' Agreement. The **communications**, the Organization maintains, are of record, relate to the movement of trains and are reserved exclusively to Telegraphers by the Scope **Rule**, which Rule was violated when **employees** not covered by the Telegraphers' Agreement performed the **communication** work in question.

The issue presented herein is not before this Board for the first time. Award No. 19500 involved essentially the same facts, issues, parties and Rules as are before us now. The Board in Award No. 19500 denied the claim. We will follow that Award and deny the within claim.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ~~ADJUSTMENT~~ BOARD
By Order of Third Division

ATTEST: _____

E. L. Killen
Executive Secretary

Dated at Chicago, Illinois, this 27th ~~day of~~ February 1973.