

Award No. 7826

Docket No. TE-7266

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

A. Langley Coffey, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN PACIFIC COMPANY (Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific Company (Pacific Lines) that:

(1) The Carrier violated the provisions of the Agreement between the parties when, September 5, 1949 through October 1, 1950, it blanked the position of 2nd Telegrapher-Clerk, San Simon, Arizona, hours 4:00 P. M. to 12:00 Midnight, each Monday, and the position of 3rd Telegrapher-Clerk, San Simon, Arizona, hours 12:01 A. M. to 8:00 A. M. each Tuesday, and required or permitted employees not subject to the scope of said agreement to perform, by means of the telephone in lieu of telegraph, communication service which is reserved to employees of the classes enumerated in the agreement;

(2) The Carrier shall be required to compensate the senior idle extra employee on the seniority district, or if no extra employee available, then the regular occupants of the 2nd and 3rd Telegrapher-Clerk positions, at the appropriate rate of pay each Monday and Tuesday on which these positions were improperly blanked on the dates involved in this claim.

EMPLOYEES' STATEMENT OF FACTS: An agreement bearing effective date of December 1, 1944 (reprinted March 1, 1951, including revisions) is in effect between the parties hereinafter referred to as the Telegraphers' Agreement.

San Simon, Arizona, is a station situated on the Tucson Division where helper engines are located for the purpose of helping trains over the grade at this point. When the helper engines are required, it is necessary that train crews be called to man these engines to help trains out of San Simon. Prior to September 1, 1949, all calls for helper engine crews were placed with the Telegrapher-Clerks at San Simon by the train dispatchers. With the advent of the 40-hour week, subsequent to September 1, 1949, the Carrier continued to require telegraphers at San Simon to call the engine crews on their regular assigned work days with the exception of Mondays between 4:00 P. M. and 12:00 Midnight when it blanked the Telegrapher-Clerk position between these hours on this day and required or permitted employees outside the coverage of the Telegraphers' Agreement located in the roundhouse to perform this

Rule 7 of the current agreement provides for the assignment of rest days, the filling of assignments on rest days, and the method of compensating employees performing service on their assigned rest days. The second and third telegrapher-clerk at San Simon were not required to perform service on their assigned rest days; therefore, Rule 7 is not involved.

Rule 14 of the current agreement merely defines overtime and provides for method of compensation. Second and third telegrapher-clerks at San Simon have been compensated in accordance therewith for any overtime worked. Rule 14 has no application to the instant claim.

Rule 15 of the current agreement reads:

"Employees shall not be required to suspend work during regular hours or to absorb overtime."

Obviously Rule 15 by its very context does not support the instant claim. None of the employees at San Simon covered by the current agreement were required to suspend work during their regular hours or to absorb overtime.

Award No. 751 of this Division, also cited by the petitioner, was rendered on rules and circumstances entirely different than those here involved. It lends no support to the instant dispute.

CONCLUSION

Carrier asserts it has conclusively established that the claim in this docket is entirely lacking in either merit or agreement support and, therefore, requests that said claim be denied.

All data herein submitted have been presented to the duly authorized representative of the employees and are made a part of the particular question in dispute.

(Exhibits not reproduced)

OPINION OF BOARD: At San Simon, Arizona, an open station on Carrier's Tucson Division, telegraphers are assigned to combination positions of Agent-Telegrapher; 2nd Telegrapher-Clerk; and, 3rd Telegrapher-Clerk. To accommodate the reduced work-week, the station is unattended between the hours of 4:00 P. M. and 12:00 midnight on Mondays, and between the hours of 12:01 A. M. and 8:00 A. M. on Tuesdays.

It is clear from the record that before the reduced work-week went into effect, the duties of the combination positions included the calling of helper engine crews on instructions from the train dispatcher. During the hours the station is now closed, the dispatcher communicates by telephone with the roundhouse foreman who calls the crews. The Employees see therein a violation of the scope rule of the Agreement.

It is argued that the work performed by the roundhouse employees, i. e., receiving communications for the calling of engine helper crews from the train dispatcher and calling the crews involves communication work of record.

The record before us is clear that the work which mainly gives the telegrapher first call to the position at San Simon and which partly serves to bring the position under the scope rule is the train order work that is specified in Rule 29 (a) of the Agreement. There may be other telegrapher work on the positions, but we are certain crew calling is only incidental and not the reason a telegrapher is employed.

Since it is not shown in the record that a telegrapher was needed during the hours when the position was blanked, the Agreement was not violated.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties to this dispute waived oral hearing thereon;

That the Carrier and 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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of April, 1957.