

**Award No. 10776**

**Docket No. TE-8008**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

**Eugene Russell, Referee**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**

**THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
— COAST LINES —**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Atchison, Topeka & Santa Fe Railway (Coast Line) that;

1. The Carrier violated and continues to violate the Agreement when, beginning May 14, 1942, it required or permitted employes not under said Agreement in its City Passenger Agent's Office at 136 Geary St., San Francisco, California, to perform the work of transmitting and/or receiving telegraphic communications by means of printing telegraph machines;

2. The Carrier shall restore the work described in Item 1 above to the scope of the Telegraphers' Agreement to be performed by employes covered by said Agreement; and

3. For each and every eight hour shift, since September 18, 1950, said telegraphic communications work is performed by persons not covered by the Telegraphers' Agreement, the Carrier shall be required to compensate the senior idle extra telegraph service employe or employes on the appropriate seniority roster in an amount equivalent to eight hours' pay at the printer clerk rate applicable to the positions in the relay telegraph office at San Francisco, California; and/or, if there be no such idle extra telegraph service employe the Carrier shall pay the senior regularly assigned telegraph service employe, idle on a rest day, the equivalent of eight hours' pay at the time and one-half rate of his position.

**EMPLOYES' STATEMENT OF FACTS:** Agreements between the parties, bearing effective dates of December 1, 1938 and June 1, 1951, are in evidence.

The Carrier maintains a relay telegraph office at San Francisco, California, in which it employes a manager, night traffic chief, late night traffic chief and several employes classified as printer clerks. The num-

volves a long-standing jurisdictional question on the Carrier's property.

(2) The dispute is one which may only be resolved by negotiation and tri-party agreement between the respondent Carrier, The Order of Railroad Telegraphers and the Brotherhood of Railway and Steamship Clerks.

(3) The handling complained of is not violative of any rule of the Telegraphers' Agreement, hence the Employees' claim is entirely without support under the provisions thereof relied upon by the Employees.

(4) The Employees' long delay in (1) presenting the instant claim to the Carrier and (2) in subsequently progressing it to this Board for adjudication following its denial by the Carrier, together with the long delay in pressing for a final determination of the controversial issue which is the subject of the parties' disagreement, requires a denial of the Employees' claim in the instant dispute.

The Carrier is uniformed as to the arguments the organization will advance in its ex parte submission and accordingly reserves the right to submit such additional facts, evidence and argument as it may conclude are required in reply to the organization's ex parte submission or any subsequent oral argument or briefs presented by The Order of Railroad Telegraphers in this dispute.

All that is herein contained has been both known and available to the Employees and their representatives.

(Exhibits not reproduced.)

**OPINION OF BOARD:** This dispute is between The Order of Railroad Telegraphers and The Atchison, Topeka & Santa Fe Railway Company.

The Carrier installed printing telegraph machine in the City Passenger Agent's Office at 136 Geary Street, exact date unknown to the employees but the Carrier claims installation was made May 14, 1942. These printing telegraph machines are connected to a telegraph circuit between the City Passenger Agent's Office and the Relay Telegraph Office. The Carrier has equipment in the Relay Telegraph Office at San Francisco for the purpose of connecting this telegraph circuit to other telegraph circuits extending to other cities on the Carrier's communications network.

The Carrier delegated the operation of the printing telegraph machines at the Geary Street location to employees not covered by the Telegrapher's Agreement and thereafter required or permitted said employees to perform all of the work of transmitting and receiving telegraph communications to and from officers and employees located at 136 Geary Street by means of said printing telegraph machines.

The employees protested this arbitrary removal of work from under the Agreement and the employees covered thereby. Claims in behalf of the telegraph service employees were filed. Claim was subsequently appealed to highest officer designated by the Carrier to handle such disputes and was denied.

It is the position of the employes that the Carrier violated and continues to violate the Scope and other rules of the Agreement between the parties when, subsequent to installation of printing telegraph machines in the City Passenger Agent's Office at 136 Geary Street, San Francisco, it removed telegraphic communications work from employes covered by said Agreement and transferred it to persons not so covered.

Carrier contends among other things that the facts do not support Petitioner's claim.

After careful examination of the record, we find that the facts and circumstances in this case are substantially the same as in five previous Awards by this Board. (See Awards 8538-Coburn; 9005, 9006-Dougherty; 9454-Grady; and 10683-Moore, rendered by this Board on July 18, 1962)

We find the foregoing cited Awards to be in point, and therefore necessarily hold that the claimants have not established their exclusive right to perform the work in question, either through practice on the property or under the terms of the Agreement.

**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 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 involved herein; and

That the Agreement was not violated.

#### AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: S. H. Schulty  
Executive Secretary

Dated at Chicago, Illinois, this 13th day of September 1962.