

Award No. 10821

Docket No. TE-8244

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Phillip G. Sheridan, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**CHICAGO, ROCK ISLAND
AND PACIFIC RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad that:

(1) The Carrier violates the terms of the prevailing agreement between the parties hereto when, on or about September 9, 1950, employees not coming within the scope of the said agreement were required and/or permitted to transmit by printing telegraph machines (teletype) certain matters of record at its Ft. Worth, Texas, Yard Office;

(2) Carrier shall forthwith restore said work to employees coming within the scope of the agreement between the parties hereto;

(3) Beginning September 9, 1950, and continuing until the violations charged herein cease, Carrier shall be required to compensate Claimants H. G. Walker, O. S. Daniel, H. A. Rice, T. A. McNeill, and employees who have relieved or succeeded them at its Ft. Worth, Texas, Yard office, under applicable call, overtime, or rest day rules, for each violation.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an agreement by and between the parties hereto, bearing an effective date of August 1, 1947 as to rules and working conditions, and of September 1, 1947, as to rate of pay.

In support of the charge of violation, Employees rely on Rules 1 and 41, and Memorandum No. 1 of that agreement, and on Rules 13-(b) and 16-(m) thereof as the basis for proper compensation. Each rule will be quoted and discussed as the Employees' Statement of Position is developed.

This is a companion case to the dispute just submitted to your Board at Carrier's El Reno, Oklahoma, Yard office and, except for minor dissimilarities in Item 3 of the Statement of Claim, and in Employees' Exhibits covering miscellaneous consist reports, is identical with that dispute.

typewriter at Ft. Worth in accordance with the provisions of Memorandum 1. "Around-the-clock" telegraph assignments continued in effect at Ft. Worth. No telegraphic work was assigned to clerks so as to make it necessary to summon a second telegrapher and pay him under the provisions of Article 13 — the call rule, or pay overtime to have such work performed.

Again we reiterate for purposes of emphasis, that what had happened at Fort Worth on September 9, 1950 had happened at Silvis, Kansas City, Blue Island and Herington in 1938, and later at other stations when the teletypewriters were installed.

The 1947 Agreement specifically excepted wheel reports, thus prepared, from the scope of the Telegraphers' Agreement, and released the Carrier from any claim from telegraphers when clerks operated the teletypewriters in connection therewith.

Basically the wheel reports remain as the documents which were the subject of Memorandum 1 in 1947 when the memorandum was written to except preparation of wheel reports from the provisions of the Telegraphers' Agreement under the conditions prescribed therein.

As such there is no violation of the Telegraphers' Agreement when clerks prepare the wheel report by teletypewriter for transmission by telegraphic department employees. Therefore, the Carrier has declined the claim and respectfully requests your Board to do likewise.

It is hereby affirmed that all of the foregoing is, in substance, known to the Organization's representatives.

(Exhibits not reproduced.)

OPINION OF BOARD: The Claimants and Carrier having agreed that the facts upon which the present claim and the principles therein are based, are similar to those expressed in Award No. 10820, the award made in Award No. 10820, is controlling herein.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 28th day of September 1962.