

Award No. 14832
Docket No. TE-14919

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arnold Zack, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly 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 (Pacific Lines), that:

1. Carrier violated the Agreement between the parties commencing September 1, 1962, when it required or permitted wire chiefs in "BD" General Telegraph Office, San Francisco, California to perform printer machine operator duties.

2. (a) Carrier shall be required to compensate Mr. J. F. Hoppick, printer machine operator, in the amount of a day's pay (8 hours) at the time and one half rate.

(b) On each date subsequent to September 1, 1962, on which such violations occur, Carrier shall compensate the available extra or regular assigned printer machine operator, "BD" Office, in the amount of a day's pay (8 hours) at the applicable rate provided in the Agreement.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties effective December 1, 1944, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

"BD" Telegraph Office, San Francisco, California, is a telegraph office designated as a General Telegraph Office under Rule 20 of the Agreement. On September 1, 1962, when the second trick wire chief in "BD" Office went on duty he contacted "SW" Office in El Paso, Texas and determined a need for additional printer machine operator help to handle extra business, primarily payroll cards via IBM transceivers, amounting to several thousand cards. The only idle extra printer machine operator was ill. He then held J. Pugh, mechanic assistant wire chief on an overtime basis after he had finished his eight-hour tour of duty to perform this work, instead of calling Mrs. J. F. Hoppick, the senior printer machine operator idle on rest day.

The first claim was initiated by Cailmant Hoppick by time slip and then turned over to the Organization. The claim was handled in the usual manner up to and including the highest designated officer of the Carrier and has been

By letter dated January 15, 1963 (Carrier's Exhibit C), Petitioner's General Chairman appealed the aforementioned claim to Carrier's Assistant Manager of Personnel, who, after discussion of the claim in conference on May 24, 1963, denied the claim by letter dated May 28, 1963 (Carrier's Exhibit D), addressed to Petitioner's General Chairman, indicating therein that the portion of the claim for each date subsequent to September 1, 1962, was not a valid claim and that no provision of the agreement allocates the work here in dispute to an individual class of employees coming within the Scope Rule thereof, but on the contrary, said work in this case was also one of the duties of the wire chief who performed same.

(Exhibits not reproduced.)

OPINION OF BOARD: The claim in this case concerns the performance of certain work on printer machines by employees in San Francisco, California, classified as Wire Chief.

The facts, contentions of the parties, and reasoning of the Board in Award No. 14830, are equally pertinent to the instant case and need not be repeated herein.

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 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 12th day of October 1966.