

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19644
Docket Number TE-18360

Robert M. O'Brien, Referee

PARTIES TO DISPUTE: (Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
(Formerly Transportation-Communication Division, BRAC)
(
(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 employes 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, 1954:

(a) Cease the violations and restore the work to the employes 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 employe. Such employes 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 81, 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.