

SPECIAL BOARD OF ADJUSTMENT NO. 266

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

vs.

ERIE LACKAWANNA RAILROAD COMPANY

STATEMENT OF CLAIM:

Claim of the General Committee of The Order of Railroad Telegraphers on The Delaware, Lackawanna and Western Railroad, that:

- (1) The Carrier violated the Agreement between the parties when on Wednesday, May 30, 1956, a holiday, it permitted or required an employe not covered by the Telegraphers' Agreement at "Z" Office, Scranton, Pa., to perform communication work outside the assigned hours of the Clerk-Operator.
- (2) The Carrier shall now pay F. L. Dougherty, entitled to perform the work, a call in the amount of \$9.993 for work denied.

OPINION OF BOARD:

About 9:00 A.M. on Wednesday, May 30, 1956, one of the holidays specified in the Agreement, certain train consists were transmitted by teletype by an Operator (a covered employee) at East Buffalo, New York to "Z" Office at Scranton. The Organization states that said consists were transmitted by the East Buffalo Operator pursuant to the telephone request of a non-schedule employee from the Dispatcher's office at Scranton. At any event, it appears that after the subject train consists were received on the teletype machine at "Z" Telegraph Office in Scranton, this information was copied by the above-noted non-schedule employee. This transcription was performed outside the assigned hours of F. L. Dougherty, the claimant in this case, who was the regularly assigned incumbent of a Clerk-Operator's position in "Z" Office at Scranton, with assigned hours of 9:30 A.M. to 6:30 P.M. Tuesday through Saturday, with rest days Sunday and Monday. At the time involved, this position was covered six days per week, with no holiday assignment. No Operator was on duty in "Z" Office at the time the disputed work was performed.

The contention made in this claim is that, by transcribing train consist information from the teletype machine, the above-noted non-schedule employee performed the work which Claimant Dougherty performed during his regular tour of duty in connection with and incidental to his work of receiving messages, orders and other telegraphic reports destined for the Dispatcher's Office at Scranton; that said work is within the scope of the Carrier's Agreement with the TCEU; and that Claimant Dougherty therefore should have been called to perform said work--for which he was available. The Carrier denies any agreement violation in the subject instance.

We are unable to find any violation of the parties' labor agreement. The train consist communication in question was sent by teletype machine by an Operator covered by the Agreement and was received by a machine at Scranton which was actu-

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ated by the Operator at East Buffalo. After this communication was received on the machine at Scranton, we see no intrusion upon the scope of the TCEU Agreement when a non-schedule employee either read or copied this information from the machine tape. The machine at Scranton performed the same function as formerly was performed by an Operator who received the communication by Morse code and translated said code into English. After said operator had put such communication on paper, no Agreement violation would have resulted had some non-schedule employee either read said message or copied the content of the message onto other paper or form.

AWARD:

Claim denied.

Lloyd H. Bailer
Lloyd H. Bailer, Neutral Member

R. J. Woodman
R. J. Woodman, Employee Member

R. A. Carroll
R. A. Carroll, Carrier Member

New York, New York

Date: October 9, 1966

