

SPECIAL BOARD OF ADJUSTMENT NO. 525



AWARD NO. 24

CASE NO. 24

GRAND DIV.: ORT 3109

ORGANIZATION'S FILE

R-1142

CARRIER'S FILE

TE-7-59

EMPLOYEES' STATEMENT OF CLAIM:

1. The Carrier violated the parties' Agreement and long established practice thereunder at "U.N." Telegraph Office, Salt Lake City, Utah, when commencing May 6, 1959, it unilaterally removed from said Agreement the work in connection with the handling (receive, copy and deliver) of train orders, clearance cards, and other work incidental to the movement of Western Pacific trains from Union Depot, Salt Lake City, Utah.

2. The Carrier shall, because of the violation set forth above, compensate the senior idle Telegrapher, on the Salt Lake Division, on each shift of eight (8) hours in every twenty-four (24) hour period, commencing sixty (60) days prior to the filing of this claim and so long thereafter as the violation continues to exist. The names of the claimants to be determined by a joint check of the Carrier's records.

SPECIFIC FINDINGS:

Prior to May 6, 1959, the D.& R.G.W. maintained a jointly operated telegraph office with the Western Pacific in the Union Depot at Salt Lake City. On said date, the office was moved to Roper Yard, 2.6 miles distant. Part of the work of Telegraphers at the Union Depot had been to handle (receiving, copying and delivering) train orders, clearance cards and messages for westbound Western Pacific first class trains in addition to similar duties for D. & R.G.W. The Western Pacific paid part of their salaries. After the move, the joint facility arrangement was terminated and D. & R. G. W. dispatchers handled the train orders, messages, etc. issued by Western Pacific dispatchers. All telegraphers, who formerly worked at the Depot, were assigned to the yard office at Roper Yard.

Long standing practice can not supersede an unambiguous rule of the Agreement.

Rule 21(A) upon which Carrier relies reads as follows:

"No employes other than covered by this contract and train dispatchers will be permitted to handle train orders at telegraph or telephone offices where a telegrapher is employed and is available or can be promptly located, except in an emergency in which case the telegrapher will be paid for a call."

As observed by Referee Hornbeck, Award 9217, when commenting on an Article similar to the above-quoted Rule 21 (A):

"This article clearly places telegraphers and train dispatchers in like status in the right to handle train orders. So here, unless there was some reason other than the alleged disqualification of the Train Dispatcher to do the work he was fully authorized to perform it under Article 20." (our Rule 21(A)).

A denial award involving facts and rules similar to ours is Award 7916 (Referee Shugrue).

We do not find palpable error in the past Awards arising from this property and involving the instant question.

AWARD

Claims denied.

SPECIAL BOARD OF ADJUSTMENT NO. 525

Denver, Colorado
March 9, 1964

(Signed) J. Glenn Donaldson
J. Glenn Donaldson, Neutral Member
Chairman

(Signed) R. K. Anthis
R. K. Anthis, Organization Member

(Signed) C. E. Baldrige
C. E. Baldrige, Carrier Member