

Award No. 6
Case No. 6
ORT File 3313

SPECIAL BOARD OF ADJUSTMENT NO. 525

THE ORDER OF RAILROAD TELEGRAPHERS

vs.

THE DENVER & RIO GRANDE WESTERN RAILROAD

STATEMENT OF CLAIM:

1. The Carrier violates the terms of an Agreement between the parties hereto when effective May 5, 1960, it connected a teletype printer in Roper Yard Office, located in the City of South Salt Lake, Utah, with a teletype printer in the Freight Office located in Salt Lake City, Utah, and thereafter permitted or required employees not covered by the parties' Agreement to transmit and/or receive communications of record over this through circuit.
2. The Carrier shall, because of the violation set out in part 1 of this statement of claim man the teletype printer circuit between Salt Lake City, Utah, and the City of South Salt Lake, Utah, with employees covered by the Telegraphers' Agreement.
3. The Carrier shall, in addition to the foregoing, commencing sixty (60) days prior to July 19, 1960, the date on which this claim was instituted, in accordance with the provisions of paragraph three (3) or Article V of the August 21, 1954 Agreement, compensate each of three (3) Telegraphers assigned to the Telegraphers' extra list a day's pay for each eight (8) hour shift around-the-clock so long as the violations herein complained of continue.

FINDINGS:

This Board, upon the whole record and all of the evidence, finds that:

The Carrier and the Employee and Employees involved in all of the disputes involved in this docket of cases are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934, and as since amended.

This Board has jurisdiction over the disputes involved herein. The parties to said disputes were given due notice of hearing thereon.

SPECIFIC FINDINGS:

Freight Office, Salt Lake City, and Roper Yard were not in "the same town or city" within the clear meaning of Exception 2 to Rule 1 of the Agreement, hence Carrier violated Telegraphers' Agreement when permitting or requiring members of Clerk's Organization to send and receive communications of record over through circuit between those two points. "Letter of Understanding" is insufficient evidence of intent to set aside clear provision of Scope Rule.

- 2 -

Round the clock penalty is claimed. No showing is made that Freight Office's business required continuous teletype service from Roper Yard. Claim will be allowed only for one trick to the senior idle Extra Telegrapher on extra list each work day since date of claim, July 19, 1960, as reflected by Carrier's records.

AWARD

Claims sustained to extent outlined in Findings.

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

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

(Signed) J. W. Lovett
J. W. Lovett, Carrier Member

Denver, Colorado
November 20, 1963