

AWARD NO. 22

CASE NO. 25
SSW FILE 47-335-134

SPECIAL BOARD OF ADJUSTMENT NO. 353

PARTIES) Transportation-Communication Employees Union
TO)
DISPUTE) St. Louis Southwestern Railway Company

STATEMENT OF CLAIM:

Claim of the General Committee of the Transportation-Communication Employees Union (formerly The Order of Railroad Telegraphers) on the St. Louis Southwestern Railway that:

1. (a) Carrier violated the agreement between the parties when on February 27, 1964 it required or permitted employees not covered by said agreement to handle a train order (transport from Plano, Texas and deliver at Wylie, Texas).

(b) Carrier shall compensate P. R. Dafft, rest day relief operator at Plano, in the amount of a day's pay (8 hours).

2. (a) Carrier violated the agreement between the parties when on March 29, 1964 it required or permitted employees not covered by said agreement to handle a train order (transport from Commerce, Texas and deliver at Clinton, Texas and Nevada, Texas).

(b) Carrier shall compensate D. G. Coley and C. S. Bond (two senior idle operators) each in the amount of a day's pay (8 hours).

OPINION OF BOARD:

This case involves two claims where employees not covered by the telegraphers' agreement were used to deliver train orders to a train at a blind siding.

Employees rely upon Article 1 of the agreement to support their position. Article 1 reads:

ARTICLE 1

"1-1. The following rules and rates of pay will apply to all telegraphers, telephoners (except switchboard operators), agent-telegraphers, agent-telephoners, towermen, tower and train directors, levermen-telegraphers, block operators, staffmen and the agents (except ticket agents), whose positions are specifically listed in Article 28 hereof. The employees covered by this scope rule will hereinafter be referred to as 'EMPLOYEES.'

"1-2. No employee other than covered by this schedule, and train dispatchers will be permitted to handle train orders at telegraph or telephone offices where an operator is employed and is available or can be promptly located, except in an emergency, in which case the employee will be paid for the call."

Upon reviewing various awards of the N.R.A.B. 3rd Division and Special Boards we are confronted with conflicting awards interpreting similar rules.

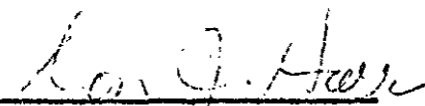
We believe the rule in question is clear and unambiguous. The key words in the rule are "*** at telegraph or telephone offices where an operator is employed***."


The handling of train orders by employees not covered by the telegraphers' agreement at a point where an operator is not employed (blind-sidings) can not constitute a violation of the agreement.

We will deny the claim.

FINDINGS: That the agreement was not violated.

AWARD: Claim denied.


Don J. Harr, Chairman


D. A. Bobo, Employee Member
DISSENTING


M. L. Erwin, Carrier Member

