

Award No. 12609
Docket No. TE-12096

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

David Dolnick, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific (Pacific Lines), that

1. The Carrier violated the parties' Agreement at Tucson and Wellton, Arizona, when on December 30 and 31, 1958, and on January 5, 1959, it required or permitted employees not covered by the Telegraphers' Agreement to transmit or receive messages of record over the telephone.

2. The Carrier shall, because of the violations set out above, compensate the following:

(a) E. L. Little, regularly assigned PMO "UN" Telegraph Office Tucson, Arizona, available to perform the work, one special call for December 30, 1958.

(b) W. T. Jones, regularly assigned Telegrapher-Clerk-Towerman, Wellton, Arizona, available to perform the work, 36 minutes at the overtime rate, for December 30, 1958; and one special call January 5, 1959.

(c) H. J. Edmunds, regularly assigned Wire Chief at "UN" Tucson, Arizona, available to perform the work, one special call for December 31, 1958.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties to this dispute, effective December 31, 1944, reprinted March 1, 1951, and as amended.

At page 70 of said Agreement are listed the positions existing at Tucson, Arizona, and at Wellton, Arizona, on the effective date of said Agreement. The listings are:

CONCLUSION

Carrier has conclusively shown herein the claim is unwarranted and totally lacking in merit, and if not dismissed for lack of proper notice to other interested parties, Carrier asks that it be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: Three claims are involved.

In claim No. 1 a Signal Supervisor in Tucson, Arizona, telephoned the following information to a Signal Maintainer at Wellton, Arizona.

"The light is out in Signal Light Wellton, Signal Maintainer repair it."

This telephone message has nothing to do with the direction of train operations or safety of persons and property. See Award 12122. Petitioner has failed to show that this type of communication was historically and traditionally reserved to Telegraphers.

In claim No. 2 a Signal Department official telephoned the following message to the Signal Supervisor's Office at Tucson, Arizona.

"Delay the 23rd was because a train did not throw a switch."

Petitioner contends that claim No. 2 should be sustained on the basis of Award No. 8329. The claim in Docket No. TE-7393, which was determined in Award No. 8329, is not similar to the claim in this Docket. There, a Signal Maintainer at Findlay, Ohio, telephoned a telegrapher at Lima, Ohio to relay the communication to the Superintendent at Muncie, Signal Supervisor at Frankfort, and the Maintenance Foreman at South Lima. We said in Award 8329:

"It is to be noted that before the signal maintainer telephoned this message to the operator at Lima for relay, he (the signal maintainer) had already notified his superior, the dispatcher at South Lima, that he had corrected the trouble. The claim is not based on this call, the Organization conceding that notification that he had completed a job was quite proper. What the Organization complains of is the subsequent message sent to various members of supervision concerning the delay of two trains. This was not a mere report to a supervisor of a job completed, as in some of the cases relied on by the Carrier, but was a report concerning the operation of trains which did not come within the province of a signal maintainer to communicate."

In the dispute arising out of Claim No. 2 the message was from a Signal Department official to the Signal Supervisor's office. It was a report to the Supervisor giving reason for the delay. It was a report of the investigation. In this sense, it is the same as a report of completed repairs which caused the delay. This communication did not concern the operation of the train. It is to be noted that the message was sent on December 31, 1958 and refers to a delay which occurred on December 23. It is merely an informational report.

In Claim No. 3 a Bulldozer Operator at Wellton telephoned the following message to the Roadmaster's Office at Yuma:

"The battery is down on my dozer, I think the trouble is corroded grommets."

This is not a communication of record. It is not concerned with the operation of trains or safety of persons and property. There is no evidence in the record that this type of message is historically, traditionally and customarily reserved to employees covered by the Agreement.

For the reasons herein stated, we conclude that there is no merit to any of the claims.

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 Carrier did not violate the Agreement.

AWARD

Claims denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of June 1964.