

**Award No. 12612**  
**Docket No. TE-12128**

**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 Brooklyn, Oregon, when on April 20, 1959 it required or permitted an employe not covered by the Telegraphers' Agreement to transmit and receive a message of record over the telephone from the agent-telegrapher at Clackamas, Oregon.

2. The Carrier shall, because of the violation set out above, pay V. C. Proudfit, the regular assigned occupant of the second shift telegrapher-clerk's position at Brooklyn, Oregon, who was ready, able and willing to perform the work, one special call.

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

At page 44 of said Agreement are listed the positions existing at Brooklyn, and Clackamas, Oregon, on the effective date of said Agreement. The listings are:

| Location  | Title of Position              | Hourly Rate<br>of Pay |
|-----------|--------------------------------|-----------------------|
| Brooklyn  | Agent — Monthly Rate, \$341.29 | \$2.0155              |
| Brooklyn  | 1st Telegrapher-Clerk          | 1.6225                |
| Brooklyn  | 2nd Telegrapher-Clerk          | 1.6225                |
| Brooklyn  | 3rd Telegrapher-Clerk          | 1.6225                |
| Brooklyn  | Printer Machine Operator-Clerk | 1.6225                |
| Brooklyn  | Printer Machine Operator-Clerk | 1.6225                |
| Brooklyn  | Printer Machine Operator-Clerk | 1.6225                |
| Clackamas | Agent-Telegrapher              | 1.5625                |

**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:** On April 20, 1959, a Revising Clerk, an employe not covered by the Agreement, in the agent's office at Brooklyn, Oregon, telephoned the following message to the Agent-Telegrapher at Clackamas, Oregon.

"I need release times on 3 mechanical refrigerators at Safeway. PFE 301153 PFE 300816 and FGEX 1346."

The Agent-Telegrapher replied as follows:

"Released at 10 A. M., April 18."

This is not a communication of record. It does not control the movement of trains nor the safety of passengers and property. Petitioner has failed to produce any probative evidence that this type of message is by history, custom and practice on the property, work which belongs exclusively to employes covered by Telegraphers' Agreement.

**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 Employes involved in this dispute are respectively Carrier and Employes 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**

Claim 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.