

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

David L. Kabaker, Referee

**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION**

**SOUTHERN PACIFIC COMPANY (Pacific Lines)**

**STATEMENT OF CLAIM:** Claim of the General Committee of the Transportation-Communication Employees Union on the Southern Pacific (Pacific Lines), that:

1. Carrier violated and continues to violate the terms of an agreement between the parties hereto when commencing August 19, 1964, it requires or permits an employe not subject to said agreement at Chico, California, to receive oral instructions in lieu of train orders, copies train orders, or handles messages or reports of record between Chico and the train dispatchers at Roseville, California over the telephone.

2. Carrier shall, as a consequence of these violations, be required to:

- (A) Cease the violations and restore the work to the employes subject to the parties agreement entitled to perform it.
- \* (B) Compensate the senior qualified available extra telegrapher one (1) day's pay at minimum straight time telegrapher-clerk rate on the Division (or when no such extra is available, compensate the senior regular assigned telegrapher class employe idle on his rest day or days at the point nearest to Chico, one (1) day's pay at the overtime rate of his position) for each date of violation.

The following regular assigned employees, or their successors are (among others) claimants on their rest days when no qualified extra employe is available:

C. L. Clark	Valley Relief	Rest Days	Tues. & Wed.
G. C. Bayard	Agent-Chico (extra)	"	Sat. & Sun.
W. T. Watson	Mgr. W/C Rville	"	Sun. & Mon.
R. K. Edgeman	Tlgr-Clk Rville	"	Mon. & Tues.
C. M. Thompson	Rlf T/C PMO Rville	"	Wed. & Thu.
E. C. Akerly	2 W/C T/C PMO Rville	"	Tue. & Wed.
E. J. Morgan	3 W/C T/C PMO Rville	"	Sat. & Sun.
K. R. Brown	3 T/C PMO Rville	"	Thu. & Fri.
E. C. Dyer	1 T/C PMO Rville	"	Thu. & Fri.
E. H. McManus	Rlf W/C T/C PMO Rville	"	Fri. & Sat.

\* See statement of facts for adjustment in compensation demanded.

3. A joint check of Carrier's records (made verbally in conference) to identify the proper claimant or claimants is requested.

**EMPLOYEES' STATEMENT OF FACTS:** The claim in this case is based upon the provisions of an Agreement effective December 1, 1944 (reprinted October 15, 1963, including revisions) and as otherwise amended and supplemented, made between the Southern Pacific Company (Pacific Lines), hereinafter referred to as Carrier, and The Order of Railroad Telegraphers now renamed the Transportation-Communication Employees Union, herein-after referred to as Employees and/or Union. Copies of these agreements are on file with your Board, and by this reference made a part hereof.

At page 52 of the current agreement, under the wage scale, is listed the one (1) remaining position at Chico, California, on the effective date of said Agreement. For ready reference the listing reads:

#### "SACRAMENTO DIVISION

Location	Title of Position	Hourly Rate of Pay
* * *		
Chico	*Agent-Telegrapher	
	Mo. rate	\$563.16
* * *"		\$3.2366

At page 40 of the Wage Scale of the December 1, 1944 Agreement, prior to its reprinting and revision, the Carrier maintained around-the-clock positions at Chico, California. The listing being as follows:

#### "SACRAMENTO DIVISION

Location	Title of Position	Hourly Rate of Pay
* * *		
Chico	*Agent Monthly rate \$280.08	\$1.3729
"	1st Telegrapher-Clerk	.975
"	2nd Telegrapher-Clerk	.975
"	3rd Telegrapher-Clerk	.975
* * *"		

not constitute a proper claim and is therefore not properly before us and your request in conference for joint check of records to develop such information is denied as there is no agreement provision which requires Carrier to comply with such request.

"Without prejudice to our above position, the facts in this case disclose that the local freight assignments involved in this case are bulletined to go on duty at Chico, an intermediate point in CTC territory. The bulletins advertising such assignments specifically state what the on-duty time will be, the same as assignments in your craft. Our investigation reveals that the conductor on the assignments involved when contacting the dispatcher for the purpose of complying with Rule 781 of the Rules and Regulations of the Transportation Department were only required by the dispatcher to identify themselves and the engine they were operating with. The dispatcher, after establishing identity of the conductors, verbally advised the conductors concerning track conditions as required by Rule 781. In this connection there is no requirement for nor do we agree that the conductors involved copied any orders as contended by you.

"The flow of information between conductor of said train and the train dispatcher as set forth in your letter contrary to your contention is system practice dating back some 35 years under CTC Operation. Rule 781 of the Rules and Regulations of the Transportation Department is particularly involved. This rule was followed in the instant case in the same manner as has been done over the entire system of the Carrier since the inception of CTC rules, during which time your Organization has never contended nor does Carrier concede such handling to be handling train orders within the meaning and intent of Rule 29 of the current agreement or handling of communication of record as that term has been used.

"None of the work claimed herein in any way involved or contravened rights exclusively reserved to telegraphers on this property; therefore, the claim is not supported by any agreement or other references cited by you and it is denied."

(Exhibits not reproduced.)

**OPINION OF BOARD:** In all essential respects this dispute is identical to that disposed of in our Award 18040, involving the same parties.

For the reason there stated, and in the same manner, this claim will likewise be dismissed.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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;