

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Herbert J. Mesigh, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS AND
STATION EMPLOYES

(Formerly Transportation-Communication Employees Union)

SOUTHERN PACIFIC COMPANY (Pacific Lines)

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

1. Carrier violated the Agreement between the parties when on June 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, 28, 29, 1962 and continuing each date thereafter work belonging to employees covered by the Telegraphers' Agreement was removed from the Scope Rule and the Carrier required or permitted an employee not covered by the Agreement to establish a relay office at Oakland, California for the purpose of handling communications concerning Bi-level and Tri-level auto loaders.

2. (a). Claim is in behalf of the following Claimants:

R. Ottino for June 4 and 25, 1962;
J. F. Fahnhorst for June 5, 11 and 18, 1962;
W. A. Anklam for June 6, 1962;
C. H. Closs for June 7 and 14, 1962;
H. O. Huber for June 8 and 28, 1962;
J. R. Binder for June 12, 1962;
L. B. Hawks for June 13, 1962;
D. E. Marcus for June 15 and 21, 1962;
D. V. Gray for June 19 and 26, 1962;
G. Follmer for June 20 and 27, 1962;
W. N. Walden for June 22, 1962;
J. Brakefield for June 29, 1962;

for eight (8) hours at time and one-half, at the rates specified in Rule 2, Section (d), for each of the foregoing dates.

(b). On each date and each instance subsequent to June 29, 1962, when one or more of the foregoing Claimants are not available because of working or being absent, compensation shall accrue to the next senior qualified regular telegrapher idle on rest day on that date as long as violations of

The last date telephone conversations of the type subject of this claim took place was on June 29, 1962 (last date specified in the claim), when the Agency at Milpitas was transferred from the jurisdiction of the District Freight Office at Oakland to the District Freight Office at nearby San Jose.

4. By letter dated July 18, 1962 (Carrier's Exhibit "A"), Petitioner's District Chairman submitted claim to Carrier's Division Superintendent for claimants named in the above statement of claim on dates shown opposite their name therein "for eight (8) hours at time and one-half, at the rate specified in Rule 2, Section (d), for each of the foregoing dates," asserting that a "relay office" had been established at Oakland for the purpose of "handling communications of record concerning Bi-level and Tri-level auto loaders," and by letter dated August 2, 1962 (Carrier's Exhibit "B"), Carrier's Division Superintendent denied the claim.

5. By letter dated September 5, 1962 (Carrier's Exhibit "C"), Petitioner's General Chairman appealed the claim to Carrier's Assistant Manager of Personnel and by letter dated June 19, 1963 (Carrier's Exhibit "D"), the latter denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: On June 4, 1962, the following message was received and copied in the 16th Street Oakland Freight Traffic Office by a clerical employe not holding seniority under the Telegraphers' Agreement:

"June 4, 1962, 8:55 A. M.

How many Mtys on hand, and what are the Car Numbers?
14 Empty Tri-level Auto loaders
4 Empty Bi-level Auto loaders

Car Numbers:

RTTX 478076, Fec 2016-RTTX 100755, RTTX 478062, RTTX
100320, BTTX 476662, RTTX 476703, RTTX 477286, RTTX
474734, BTTX 100425, RTTX 476753, RTTX 476729, RTTX
100839, RTTX 474720, RTTX 476894, BTTX 100246, BTTX
100358, RTTX 100857."

This message was received from Milpitas, California. After receipt it was then transmitted by telephone to a clerk at the Central Freight Traffic Office in San Francisco, California.

On subsequent dates in June 1962, similar messages were handled in the same manner upon which the claims are based and set out in the record.

Petitioner asserts that the work here involved, transmitting and/or receiving messages, is work accruing to employes holding seniority under telegraphers' Agreement. Rules 1 (Scope) 2, 14 and 17, are cited.

Carrier contends that the telephone conversations, which are subject of this claim were concerned solely with clerical matters and were the type of ordinary telephone conversations that have taken place between employes of various departments of the Carrier in connection with their assigned duties throughout the life of the current agreement and many years prior thereto,

more particularly in the Freight Traffic Department. Further that the work involved does not come within the Scope Rule.

After a thorough study of the record and all awards cited by the parties, we find that the telephone conversations, subject of this claim, were inquiries for information only and for the use of the Traffic Department concerning cars on hand at Milpitas. The situation here is different from that in Award 12611 cited by the Organization wherein that communication was of record and had to do with movement of trains. These conversations were not a communication of record, nor directly relate to movement of trains. There is no showing that Telegraphers have handled these type of communications exclusively in the past.

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: E. A. Killeen
Executive Secretary

Dated at Chicago, Illinois, this 12th day of April 1972.