

Award No. 11207

Docket No. TE-10158

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

William H. Coburn, 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 Company (Pacific Lines) that:

1. The Carrier violated the agreement between the parties when on December 2 and December 7, 1956, at Ravenna, California, it required or permitted conductors to 'OS' (report) trains direct to the train dispatcher and receive line-ups from the train dispatcher at Bakersfield, California.

2. The Carrier shall now be required to compensate R. E. Cartt, the regularly assigned Telegrapher-Clerk at Ravenna, California, two hours at the overtime rate on each date, December 2 and December 7, 1956, account not called to perform this work.

EMPLOYES' STATEMENT OF FACTS: The agreements between the parties are available to your Board and by this reference are made a part hereof.

Ravenna, California is a point on the San Joaquin Division, located at Mile Post 429.0, Mojave Subdivision, on the main line extending between San Francisco and Los Angeles, California. The station is listed as a train order office and has one position under the agreement, Telegrapher-Clerk, with assigned hours 11:30 P. M. to 7:30 A. M. daily. The occupant of the Telegrapher-Clerk position is subject to call during his off duty hours to perform work coming under the Agreement.

On the dates shown herein, the Carrier permitted or required a train service employe, who is not covered by the Telegraphers' Agreement, to receive a line-up of trains, which the Organization contends is a violation of the Telegraphers' Agreement. In addition, these train service employes performed "OS" (reporting trains) work.

On December 2, 1956, at 10:08 P. M., Conductor on Second 805 came in on the dispatcher's telephone at Ravenna, identified himself and reported the arrival ("OS" time) of his train at Ravenna and among other things asked, "Where is that 806 now?" The train dispatcher replied, "Well, he is coming

which cannot be forecast by the carrier at this time and have not been answered in this, the carrier's initial submission.

(Exhibits not reproduced.)

OPINION OF BOARD: On claim dates, Claimant was the regularly-assigned Telegrapher-Clerk at Ravenna, California, a "one-man" station. His assigned hours were from 11:30 A.M. to 7:30 P.M., daily.

On December 2, 1956, about 10:00 P.M., while Claimant was off duty but present at the station house, the conductor of a train containing a car with a broken coupler telephoned from Ravenna to the dispatcher to report that his train was at Ravenna and that "We pulled a drawbar out of the head end car." He continued the conversation by inquiring of the whereabouts of another train and was given that information. The conductor then advised the dispatcher that the crippled car was being set off on the house track at Ravenna and that thereafter his crew would go back—with its locomotive—to the place where the rest of the train had been left.

The other incident giving rise to the claim occurred at Ravenna at about 7:00 P.M. on December 7, 1956. Again a telephone call was made by a conductor to the dispatcher, the gist of which was that in the course of executing certain maneuvers at Ravenna to permit opposing trains to pass, a knuckle on a coupler was broken, which resulted in a delay in the movements of the trains involved. In addition to reporting what had occurred and relating the position of one of the trains (Extra 5452) as well as what movements would be made, the conductor answered a number of questions from the dispatcher concerning the whereabouts and movements of other trains (designated as "First 806" and "No. 52").

What purports to be a verbatim account of these telephone conversations appears in the Employees' Ex Parte Submission.

The evidence shows that Claimant, although admittedly not on duty at these times, was immediately available but not called to perform the communications work; hence, this claim.

The sole question before the Board is whether the telephoned conversations between the conductor and the dispatcher constituted communication service usually and traditionally performed by telegraphers and reserved to that craft under the Scope Rule of the Telegraphers' Agreement.

We think that the information given and received over the telephone on these two occasions amounted to OS's and train line-ups, which is work traditionally performed by telegraphers and, as such, should not have been performed by employees not covered by the Telegraphers' Agreement. Our Awards 4624 and 9241 involving similar facts and the identical issue are in point and controlling here.

Accordingly the claim will be sustained.

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;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier violated the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of March 1963.