

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Levi M. Hall, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

GULF, MOBILE AND OHIO RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Gulf, Mobile and Ohio Railroad that:

1. Carrier violated the agreement between the parties when on July 18, 1958 at Tamms, Illinois it required or permitted a clerk, not covered by the agreement, to perform the work of wire testing and "patching" a telephone circuit at a time when no telegrapher was on duty.

2. Carrier shall compensate K. A. Simon, Agent-Telegrapher at Tamms in the amount of a minimum call payment.

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

Tamms, Illinois is a station on the Northern Division of this Carrier's lines. At the time cause for this claim arose there were two positions under the agreement at this location. Agent-Telegrapher 7:00 A. M. to 3:00 P. M. and Telegrapher 6:00 P. M. to 2:00 A. M. K. A. Simon was the regularly assigned occupant of the Agent-Telegrapher position. Friday, July 18, 1958 was a work day of his work week.

At approximately 6 o'clock A. M. on July 18, 1958, the night Chief Train Dispatcher or the Telephone Maintenance man at Murphysboro, Illinois called the station at Tamms and instructed a clerk to go into the telegraph office and "patch" the train dispatcher's telephone circuit north of Tamms to the carrier telephone circuit south of Tamms in order to give the train dispatcher a complete circuit from Murphysboro to the south end of his district. This was necessary because the regular train dispatcher's circuit was defective somewhere south of Tamms.

A patch is a connection made between two circuits, usually for the purpose of by-passing a portion of one circuit which is in trouble. There is a panel or "switchboard" located in the telegraph office with an arrangement of jacks, cords, plugs and switches for the purpose of connecting the instruments in the office to the circuits, to make tests to determine the nature and direction of

urgent that the communication circuits be restored as soon as possible. The assistance given by the clerk in "patching" the circuits took only a few seconds. There is no obligation to call the Agent-telegrapher at Tamms to come from his home to perform the "patching" and thus cause unnecessary delay in restoring the dispatcher's communications.

THIS BOARD HAS PREVIOUSLY RULED THAT TELEGRAPHERS DO NOT HAVE THE EXCLUSIVE RIGHT TO "PATCH" LINES.

In Award No. 4880, ORT vs. The Chesapeake & Ohio Railway Co., the telegraphers contended that they had the exclusive right to perform service in connection with the grounding, patching and otherwise testing of wires. This Board held that such duties were not the exclusive duties of telegraph operators and denied the claim. This Board also pointed out that testing work "incidental to and in connection with the maintenance of lines" is not exclusively telegraphers' work.

RULES OF THE TELEGRAPHERS' AGREEMENT

The only rule cited by the employees in progressing the claim on the property was Rule 6, which provides for compensation to telegraphers if called to perform work not continuous with the regular work period. This rule in no way implies or infers what duties are to be performed by telegraphers. No other rule has been called to the Carrier's attention. An examination of the agreement clearly shows that there is no rule that by implication, or otherwise, gives to telegraphers the exclusive right to "patch" circuits. The practice, since the installation of the communication system, is that any available person may assist the telephone maintainers by "patching" circuits.

CONCLUSION

No evidence whatsoever has been introduced to substantiate the claim. On the contrary, as shown by the facts, there are many locations where telegraphers cannot physically "patch" circuits and, therefore, the "patching" of circuits is performed by other than telegraphers. The agreement contains no language that would in any way indicate that it was the intent to give telegraphers the exclusive right to "patch" circuits. Nothing would have been accomplished by calling the claimant to "patch" the circuit in the instant case. It is of vital importance that communication circuits for the dispatching of trains be kept open at all times and to have been required to call the claimant would only have resulted in an unnecessary delay in repairing the circuits, which would have been detrimental to the safety of train operations.

The above claim is not supported by the Agreement or past practice and should be declined.

OPINION OF BOARD: The following facts are not in dispute — at the station at Tamms, Illinois, there were two positions under the Telegraphers' Agreement, Agent-Telegrapher 7:00 A.M. to 3:00 P.M. and Telegrapher 6:00 P.M. to 2:00 A.M., Claimant being the assigned occupant of the Agent-Telegrapher position. On the night of July 18, 1958, there was a storm in the vicinity of Murphysboro, Illinois, and Tamms. At approximately 6:00 A.M., July 18, the Telephone Maintenance man at Murphysboro called the station at Tamms and instructed a clerk to go into the telegraph office and "patch" the train dispatcher's telephone circuit north of Tamms to the Carrier circuit south of Tamms in order to give the train dispatcher a complete circuit from

Murphysboro to the south end of his district; this was necessary because the regular train dispatcher's circuit was defective somewhere south of Tamms. There is a panel "switchboard" located in the telegraph office and a "patch" is generally described as "a connection made between two circuits, usually for the purpose of by-passing a portion of one circuit which is in trouble."

It is the contention of the Claimant that the work here involved is within the scope of the Telegraphers' Agreement and not incidental to that of the clerk employe outside of the agreement to whom it was delegated; that the Scope Rule includes the classification of "wire chiefs" which covers the work of testing and patching circuits and equipment, and that this work belongs exclusively to the Telegraphers' craft.

Carrier denies the claim, alleging that there is no provision of the Telegraphers' Agreement to support the claim that telegraphers have the exclusive right to put up a patch, that this work has not been exclusively performed by telegraphers on this property and that when assistance is needed in "patching" the wires the assistance has been given by any "available person".

That the present operation was a testing was admitted by the Carrier in the record by the following language: "The testing of the wires was performed by the telephone maintainer."

In Award 3524 — Carter, wherein there was a Scope Rule similar to the one here under consideration, it was said:

"The Carrier contends that testing, patching and balancing do not belong exclusively to the telegraphers. In this respect, we are of the opinion that testing, patching and balancing is work belonging exclusively to the telegraphers when it is incidental to and done in connection with the operation of lines, either telegraph or telephone, in performing work belonging to the telegraphers under the Agreement. On the other hand, such work is not that of the telegrapher when done by Telegraph and Signal Maintainers incidental to and in connection with the maintenance of lines."

Throughout the record Petitioner insisted that the testing of wires was not incidental nor relevant to a clerk's duties and nowhere in the record does Carrier deny this nor does Carrier anywhere assert that this work had ever been done by a clerk or by anyone other than a telegrapher or, possibly a signal maintainer, incidentally to work under the Maintainers' Agreement. "Any available person" is too general a characterization to be of any value here. On the meager description of just what actually occurred in this case we cannot conclude that the work was as simple in nature or as familiarly known to all employes as Carrier would have us believe.

We believe, taking this record as a whole that this disputed work belonged exclusively to the telegraphers and that the claim for a call should be sustained.

This claim is almost identical to the one made in Award 8018 — Cluster. See also Award 4880 — Kelliher; Award 10967 — Dorsey; Award 13044 — Wolf; Award No. 10 of Special Board of Adjustment No. 266 (ORT — DL&W).

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

The Agreement has been violated.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of November 1964.