

Award No. 14587
Docket No. TE-11274

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION
(Supplemental)

Edward A. Lynch, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly 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 Agreement between the parties when it failed or refused to fill the position of drawbridgetender (leverman) at Georgiana Slough, California, effective November 1, 1957; and when it failed or refused to advertise this position for seniority choice to the employes holding seniority rights and entitled to make application for this vacant position.

2(a) The Carrier shall, because of the violation set forth above, compensate the senior available extra employe eight hours each work day at rate of the drawbridgetender (leverman's) position at Georgiana Slough, plus any calls and overtime worked on this position on rest days and holidays, and for work performed outside assigned hours of assigned work week.

(b) In the absence of available extra employes, the following regularly assigned employes having a preferential right on drawbridgetender (levermen's) positions shall be compensated as provided for in paragraph 2(a) hereof, on the days shown opposite their names set out below:

A. R. Lyon	Sunday and Monday
P. E. Garnett	Thursday and Friday
R. E. Miller	Saturday and Sunday
E. H. Jones	Sunday and Monday
G. P. Clarke	Friday and Saturday

(c) In addition, the following named employes were available on their rest days, shown opposite their names:

E. F. Smith	Wednesday and Thursday
D. Tallman	Thursday and Friday
C. L. Wells	Wednesday and Thursday
R. J. Gibbs	Tuesday and Wednesday
P. E. Wagoner	Tuesday and Wednesday

3. A joint check of the Carrier's records to be made to determine proper claimants and amounts due.

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 53 of the Agreement (Wage Schedule), under a caption "Drawbridgetender (Levermen)" is listed the position at Georgiana Slough (California) on the effective date of said Agreement. The listing is:

Location	Title of Position	Hourly Rate of Pay
Georgiana Slough	Drawbridgetender (Leverman)	\$1.45

At page 52 of the Agreement is, among other things, listed the position at Isleton, California on the effective date of the Agreement. The listing being:

Location	Title of Position	Hourly Rate of Pay
Isleton	Agent-Telegrapher	\$1.6375

Georgiana Drawbridge is located on the Walnut Grove Branch 2.47 miles east of Isleton, and spans the Georgiana Slough. Trains operating to or from Sacramento, California, destined Isleton, a distance of 34 miles, pass over Georgiana Drawbridge. The normal position of the Drawbridge is "open" for "Sacramento River-Georgiana Slough" traffic.

Prior to the nominal abolishment of the Drawbridgetender (Leverman's) position at Georgiana Slough effective with the retirement of its occupant on October 31, 1957, the assigned hours of the position were: 8:30 A.M. to 12:30 P.M.; 1:30 P.M. to 5:30 P.M., meal period one hour. This position had no holiday assignment. However, the occupant of the position was subject to call, and was called, for service outside of assigned hours, and on rest days and holidays.

Traffic on the Walnut Grove Branch varies. During the perishable season, which covers a major portion of the year in this productive area, trains are run more frequently than during the "off" season.

Isleton, California is a one-man agency. The Agent's hours at this station are 8 within a spread of 9 with one hour for a meal period. The work week of the positions is Monday through Friday, Saturday and Sunday rest days. The bulk of the perishable carloads originate at this station. The occupant of the Agent-Telegrapher position is W. O. Spratt.

On or about October 31, 1957, Trainmaster R. S. Bunting addressed the following communication to Agent-Telegrapher Spratt:

"218-64
Sacramento, California
October 31, 1957

Mr. W. O. Spratt, Agent
Isleton

Effective November 1, 1957, you are to operate the Georgiana Bridge for train movements. We are having your position changed from Agent-Telegrapher to Agent Telegrapher Drawbridge Tender Leverman.

/s/ R. S. Bunting T.M."

claim was improperly submitted; and (2), that when it was determined that the need for the position of drawbridgetender (leverman) at Georgiana Slough ceased to exist, the reassignment of the remaining minor and infrequent remaining duties to a position with classification appropriately changed to agent-telegrapher-drawbridgetender (leverman) was proper, and denied the claim.

(Exhibits not reproduced.)

OPINION OF BOARD: Carrier asserts here that it abolished the position of Drawbridgetender at Georgiana Slough, California, November 1, 1957. The incumbent of the position had retired October 31, 1957.

At the same time, Carrier reclassified the Agent-Telegrapher position at Isleton, a little over 2 miles away to that of Agent-Telegrapher-Drawbridgetender-Leverman. The holder of this position is required to drive from Isleton to the drawbridge at Georgiana Slough and lower the bridge for any rail movements made. He is reimbursed for all automobile expense.

Isleton is located in what is termed the "Delta Country", and consists of 7 islands connected by bridges and ferries with a total area of about 72,000 acres of tillable land. It yielded substantial quantities of asparagus, celery, fruits, pickles, tomatoes, beets and grain. Several large canneries were built to process the farm produce.

From November of 1957 through April of 1958 the number of round trips made per month by the Agent-Telegrapher-Drawbridgetender-Leverman between Isleton and Georgiana Slough ranged from a low of 12 to a high of 36, or an average of 13 separate dates per month, with an average of 24 trips a month. The drawbridge is lowered to permit rail traffic to use it; it is otherwise in a raised position.

It is the position of the Carrier that "what once was a very active operation has, over a period of years, and due to conditions over which the Carrier had no control whatever . . . been reduced to the point where the work of both positions could readily be performed by a position of agent-telegrapher-drawbridgetender (leverman) position at Isleton." No statistics are shown.

Thus, when the man who operated the drawbridge retired, Carrier elected to add two titles — Drawbridgetender-Leverman to the telegrapher at Isleton.

Organization asserts Carrier's action violated Rule 17(e), which it asserts:

" . . . gives Towermen and Drawbridgetenders (Levermen) who carry the letter 'L' after their names preference over other employes in filling this position."

Organization's position is correct.

Rule 17 (e) 1 provides clearly that "Towermen and drawbridgetenders (levermen) who carry the letter 'L' after their names shall have preference (under Rules 19 and 21) over other employes in filling towermen and drawbridgetenders (levermen) positions which do not involve telegraphic duties. . . ." (Emphasis ours.)

When this Carrier assigned the leverman's work at the drawbridge to the Agent-Telegrapher, it clearly violated Rule 17 (e), because employes with the letter "L" after their names had a preferential right to this work.

We will, therefore, sustain the claim of a violation of Rule 17 (e). (Award 8374, among others.)

We will sustain the Organization's claim for the loss of wages, if any, for those employes who, at the time, carried the letter "L" after their names.

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 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 the Agreement was violated.

AWARD

Claim sustained in accordance with Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of June 1966.