

**Award No. 19119**  
**Docket No. TE-14864**

**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 EMPLOYEES**  
**(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 Lines), that:

1. Carrier violated the Agreement between the parties when on February 5, 1963, it required or permitted an employe not covered by said Agreement to receive a message at Bisbee Junction, Arizona.

2. Carrier shall be required to compensate R. L. Crowley, agent-telegrapher at Bisbee Junction in the amount of a call payment (2 hours at the time and one-half rate) for February 5, 1963.

**EMPLOYEES' STATEMENT OF FACTS:** The Agreement between the parties effective December 1, 1944, as amended and supplemented is available to your Board and by this reference is made a part hereof.

Bisbee Junction is a station on this Carrier's lines. There is one position at this station under the Telegraphers' Agreement. It is a position of agent-telegrapher, assigned hours 8:00 A. M. to 5:00 P. M. (one hour meal period), work week beginning on Monday, with assigned rest days of Saturday and Sunday.

On February 5, 1963, Roundhouse Foreman R. B. Owen received the following message from Douglas, Arizona, by use of telephone:

"Douglas Arizona  
February 5, 1963  
TO RBO, Bisbee Jct.  
CG 11002 at Ft. Huachuca needs angle Cock and Hose.

(Signature) HHH 825 AM"

Claim filed and handled in the usual manner up to and including the highest designated officer of the Carrier has been declined. Correspondence

the claim, stating no provisions of the Telegraphers' Agreement allocates the work in dispute to a telegrapher; on the contrary, such work was solely that of Mechanical Department employees who performed the same.

(Exhibits not reproduced)

**OPINION OF BOARD:** Claimant was assigned as Agent-Telegrapher, assigned hours 8:00 A.M. to 5:00 P.M., rest days Saturday and Sunday, at Bisbee Junction, Arizona. Claimant performed service on assignment, Tuesday, February 5, 1963, and was allowed eight hours at the applicable straight time rate of pay for that date.

On February 5, 1963 the roundhouse foreman at Douglas, Arizona, advised the roundhouse foreman at Bisbee Junction, Arizona by telephone that repairs were needed on a bad order car, to wit:

"TO RBO, Bisbee Jct.

CG 11002 at Ft. Huachuca needs angle Cock and Hose.

HHH 825"

Petitioner contends that this was a communication of record and/or a telephone "message", and as such, is work reserved to employees under the Telegraphers' Agreement and should have been performed by the Claimant. Rules 1, (Scope), 2(c) and 17 are cited.

Carrier contends that the telephone conversation did not involve or contravene any provision of the Telegraphers' Agreement.

Award 14 of Special Board of Adjustment 553 recognizes three tests to be applied in communication cases between these two parties. It states:

"In Award No. 12 we stated that communication work belongs to telegraphers if it falls within any one of three categories: (1) relates to the control or movement of trains or safety of passengers or products; (2) is a communication of record as that term has been used in the decisions; or (3) by tradition, custom and practice on the property has been performed by telegraphers to the exclusion of other employees \* \* \*

Petitioner has not submitted competent evidence that the conversation in this case falls within any one of the three categories applied in communication cases, therefore, the claim must be denied. See Awards 12615 and 12618 on the same property.

**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

Claim 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.