

Award No. 10
Case No. 10
Docket No. 10
ORT FILE: 3143

SPECIAL BOARD OF ADJUSTMENT NO. 553
THE ORDER OF RAILROAD TELEGRAPHERS
SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

ROY R. RAY, Referee

STATEMENT OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific (Pacific Lines), that:

1. The Carrier violates the parties' agreement at Beaumont, California, when it permits or requires train service employes, not covered by the Telegraphers' agreement to perform the telephone communication work in connection with reporting (OS'ing) trains, making a check of trains and in general perform telegraphic (telephonic) service customarily performed by the agent-telegrapher at this station at a time when he is available; ready and willing to perform this work.
2. The Carrier shall, because of the violations set out above, compensate C. D. Casper, agent-telegrapher at Beaumont, or his successor, for a special call July 17, 19 (2 calls), 22, 23, 25 (2 calls) and August 1, 1959 and on each date subsequent thereto when similar violations of the agreement are permitted at this station as evidenced by the supplemental claims by the General Chairman in his letters of August 13 and 28; September 11 and 24; October 2 and 13; November 2 and December 2, 1959, hereinafter set forth and on a continuing basis."

OPINION OF THE BOARD:

This claim concerns telephone communication by train service employes from Beaumont to the Dispatcher in Los Angeles as to their arrival at Beaumont and requests for instructions as to their next assignment as well as telephone instructions from the Dispatcher to the

Engine Crews concerning that assignment.

Beaumont is the summit of a hill with an elevation of 2500 feet and requires helper engine service. After Carrier installed CTC through Beaumont, it placed telephone booths in various locations in Beaumont Yard. When a helper engine crew arrived at Beaumont (after finishing an assignment), the Engineer would contact the Dispatcher (then located at Beaumont) and receive his next assignment or instructions, including location of the train he was to help. For example, he would be told to go down to a certain point and help a particular train up to Beaumont. Later the Dispatcher's office was moved from Beaumont to Los Angeles. Thereafter helper engine crews used these phones in Beaumont to call the Dispatcher at Los Angeles reporting their arrival, requesting and receiving further work assignments.

On the dates involved in the claims only an Agent-Telegrapher was stationed at Beaumont (the second and third shift Telegrapher positions having been abolished in December 1957 and March 1958, respectively). The Beaumont Agency was closed on September 6, 1960, and the remaining Agent-Telegrapher position abolished.

The telephone conversations which took place between the helper engine crews and the Dispatcher are set forth on pages 31-34 and 38-55 of the Record. The content of the calls is illustrated by the following which are typical:

"August 9, 1959 9:34 a.m.

Engineer: This is helper at Beaumont.

What do you want us to do?

Dispatcher: Go back to Loma Linda and help an east-bound C-block down there in about 20 minutes."

"August 21, 1959 3:05 a.m.

Engineman: Colton helper cut out at Beaumont at East Signal.

Dispatcher: You come on down to Rimlon and help No. 3. He will be there about 6 o'clock."

"August 22, 1959 10:49 p.m.

Engineer: This Sabens helper at Beaumont.

Dispatcher: Sabens, go back to Loma Linda and help another perishable East 5610; be at Colton there about 11:20 a.m."

"August 24, 1959 4:00 p.m.

Engineer: This is Kraft at Beaumont.

Dispatcher: Kraft, you are going to help the PNW, the 6299 called out of Indio at 4:15."

The Organization contends that the transmission of this type of information by persons other than the Telegraphers violated the Agreement. Carrier replies that these were mere verbal instructions in connection with the operation of CTC and that this work does not belong to the Telegraphers. Carrier argues that there was no occasion for the Helper Engine Crews to report their arrival because the Dispatcher at Los Angeles knew by means of the graph on the CTC machine where the trains were at all times. The Organization says the graph merely indicates that the particular section of the track is occupied and that the Dispatcher does not know what engine or train is there. Several of the conversations seem to indicate that the Dispatcher did not know the identity of the helper crew. In view of this, we are not convinced that it was unnecessary for the Engineer to report his arrival at Beaumont. In any event, we consider the instructions requested by the Train Crew and given by the Dispatcher to concern the control and movement of trains. The Helper Crew needed further orders and received them, including where to go and what to do.

Carrier says that the verbal instructions from the Dispatcher to the Helper Crew in CTC territory do not constitute train orders, implying that train orders must be written. There are Awards of the Third Division indicating that verbal instructions may amount to train orders. 6885 and 7628. But, as we have said, whether or not they are technically train orders they do concern the control and movement of trains.

Carrier has placed great emphasis on the fact that the communications here were in CTC territory and asserts that the operation of CTC is by the Train Dispatchers and that no train orders are required. It has cited Awards of the Third Division holding that the work of manning CTC machines does not belong to the Telegraphers. 4452 (Carter), 4768 (Stone), 8544 (McCoy), 8660 (Guthrie) and 10303 (Mitchell). With this proposition we are in entire agreement, but that is not the issue in this case. Whatever may have been the Organization's position in the past it does not contend here that the operation of these machines belongs to the Telegraphers.

What is involved here is not the operation of a mechanical device which controls signals and switches but whether the transmission of the messages in question is work belonging to the Telegraphers. If it is, the fact that it took place in CTC territory is immaterial. Before the advent of CTC there is no doubt that communications of the type involved in this case were regarded as Telegraphers' work. Many Awards of the Third Division hold that this type of work was historically and traditionally performed by Telegraphers. Prior to the installation of CTC through the Beaumont area crews on helper engines

received instructions from the Dispatcher through the Beaumont telegraph office as to their next assignment and they filed messages incidental to their assignments with such office.

Apparently Carrier takes the position that with the installation of CTC this type of work somehow was removed from the jurisdiction of the Telegraphers. We are not impressed with the argument that the installation of CTC and operation of such equipment changed the kind or character of the work in question or the necessity of transmission or recording. It is true that the operation of CTC has diminished and in some instances completely eliminated the need or necessity for Telegraphers. Where that is the situation the Organization, although it has lost work and positions, has no ground for complaint. And as has been said above, the Organization does not now claim the right to operate the CTC boards. But where, as here, it is still necessary to send communications like those in this case by means other than through the use of the CTC the work belongs to the Telegraphers.

Carrier says that this type of verbal instructions has been in use for a long period of time at Beaumont and other places without complaint by the Organization prior to the current claim, and argues that the Organization should now be estopped to assert any right to work. The Organization answers that the reason it did not file complaints earlier was that as long as the CTC was located at Beaumont the calls from the Engineer to the Dispatcher were within station limits and the Organization had never been successful with this type

of claim within station limits. But that after the CTC was moved to Los Angeles this claim was filed. This seems to us a reasonable explanation for the failure to file formal complaints earlier and we do not believe the record establishes acquiescence on the Organization's part. Furthermore, since we think that by custom, tradition and practice the work belongs to the Telegraphers we do not believe they have lost the right to it by failure to assert it at an earlier date.

For the reasons set forth above we hold that the work involved belonged to Telegraphers and that its performance by persons outside the Agreement constituted violation of the Agreement.

FINDING

That Carrier violated the Agreement.

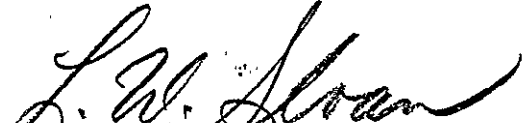
AWARD

That claim is sustained.

SPECIAL BOARD OF ADJUSTMENT NO. 553


Roy R. Ray, Chairman


D. A. Bobo, Employee Member


L. W. Sloan, Carrier Member

San Francisco, California

November 9, 1964