

Award No. 22

Docket No. 22

CARRIER FILE: TEL-152-98

COM. FILE: I-438-1

GR.DIV. 762.1/53

SPECIAL BOARD OF ADJUSTMENT NO. 553

TRANSPORTATION - COMMUNICATION EMPLOYEES UNION

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

ROY R. RAY, Referee

STATEMENT OF CLAIM:

"1. Carrier violated the provisions of the Telegraphers' Agreement, Rules 1, 2, 16 and 17, on June 5, 8, 11 and 14, 1959, when it caused, required or permitted clerical employees, Section Foreman, Trainmen and others, who are not covered by the Telegraphers' Agreement, to perform the work of transmitting and receiving communications of record by the use of Company telephone at Brawley, California. Agent-telegrapher Sherman was ready and available to perform this work but was not called.

"2. The Carrier shall compensate R. G. Sherman, Agent-telegrapher, Brawley, Calif., for a special call, June 5, 8, 11 and 14, 1959 and each date and in each instance subsequent to June 5, 1959 wherein similar violations of the agreement are permitted at Brawley."

OPINION OF BOARD: The claim alleges that on each of the dates mentioned Carrier required or permitted persons other than telegraphers to transmit or receive messages in violation of the Scope Rule of the Agreement, at a time when the regularly assigned Agent-telegrapher though off-duty, was ready and available to perform the work. For convenience we will consider each of the four telephone conversations as a separate sub-claim. Sub-claim No. 1: At about 11:30 P.M. on June 5, 1959 a clerk at Brawley received the following message by telephone from the Trainmaster at El Centro "Figuring on pulling 4 or 5 loads out of Orita Beet Dump and putting same amount of empties into dump in A.M. even if necessary to wait." The Union says this related to movement of trains since it

contained instructions to pick up and set out cars at Orita. We held in Award 14, Claim 1, Sub-claim 15 that instructions to pick up and set out cars related to the operation of trains. But we do not regard this message as such an instruction. It merely stated that the trainmaster was thinking about the matter. "Figuring" is not equivalent to an instruction. The claim is, therefore, denied.

Sub-claim No. 2: At about 10 P.M. on June 8, 1959 the dispatcher at Los Angeles telephoned the clerk at Brawley and inquired what track was clear stating that he wanted "to put out a meet with IVE and the Beet Hauler." The clerk advised that "storage track No. 1 at Brawley is clear." The Union contends that this relates to train movements since it was necessary for the dispatcher to know immediately what track, if any, was clear. We do not agree. It was the securing of information upon which to make a decision. The relationship to train movements is too remote. Awards 10 and 12 of this Board, relied upon by the Union, do not support its position. In Award 10 the dispatcher gave specific instructions to the helper engine crews. In Award 12 there were specific instructions to pick up and set out certain cars. The claim is without merit.

Sub-claim No. 3: On June 11, 1959 at 4:35 P.M. Relief Section Foreman at Brawley telephoned the following message to the Telegrapher-clerk at Niland: "Relief 4 man Section 91 will be away from Section 2:30 P.M. 6-12-59 until 6-15-59." The Union argues that this was a communication of record as it was copied at Niland and delivered to the addressee. We do not think so. This concerns a personnel assignment. There is no evidence that this kind of message has been handled in the past exclusively by telegraphers. In line with our holding in Claim 14, Claim 4 and Claim 5, sub-claims 3 and 4, we reject the claim.

Sub-claim No. 4: On June 14, 1959 at 10:45 A.M. when the Agent-telegrapher was not on duty, but available for call, the conductor on Switcher Engine at Brawley telephoned the Agent-telegrapher at Niland and asked him the location of a certain train. The Agent said he would have to ask the dispatcher. He secured the information from the dispatcher at Los Angeles and advised the conductor that the train had not yet left Yuma. Carrier says this exchange of information could in no way affect the movement of either train. This argument is not convincing. It clearly affected the movement of the Switcher as shown by the conductor's statement as to his reason for seeking the information. He said he did not want to get most of the way to Calipatria and to have to back up, which apparently would have been necessary if he had met the through train enroute there. The information enabled him to proceed at once on the main track. The claim is sustained.


In item 2 of the original claim the Union sought to state a continuing claim for dates subsequent to June 14, 1959. At the hearing it produced no evidence supporting such a claim and therefore, abandoned the claim.


#### AWARD

Sub-claims 1, 2 and 3 are denied. Sub-claim 4 is sustained to the extent of a call payment for the Agent-telegrapher at Brawley.

SPECIAL BOARD OF ADJUSTMENT NO. 553

  
Roy R. Ray, Chairman

  
D. A. Bobo, Employee Member

  
L. W. Sloan, Carrier Member

San Francisco, California

September 2, 1965