

Award No. 24

Docket No. 24

CARRIER: TEL-152-990

COMMITTEE: I-444-1

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, particularly Rules 1, 2, 14, 16 and 17, on the following dates at El Centro, Calif., when work belonging exclusively to employes covered by the Telegraphers' Agreement, was removed therefrom and required and permitted an employe of another class not covered by the Scope Rule of the agreement to transmit telegraphic communications of record by telephone from El Centro to a Telegrapher at Niland and Indio, Calif.
- "2. (a) Claim in behalf of Price Hall, 3rd Wire Chief-Telegrapher-clerk-PMO, El Centro, or his successor, for a two hour call, April 9, 12, 16 and 22, 1959.
(b) Claim in behalf of R. J. Mitchell, 1st Wire Chief-Telegrapher-clerk-PMO, El Centro, or his successor, for a two hour call, April 11, 17, 23, 24, 25, 29, 30, May 1, 2, 9, 11, 14, 22 and 23, 1959.
(c) Claim in behalf of A. C. Sparks, Relief Wire Chief-Telegrapher-clerk-PMO, El Centro, or his successor, for a two hour call, April 12, 27 and 28, 1959.
(d) Claim in behalf of R. A. Martin, 2nd Wire Chief-Telegrapher-clerk-PMO, El Centro or his successor, for a two hour call, April 25, 26, 27, 30, May 1, 2, 4, 11, 14, 16, 24 and 27, 1959.
(e) On each date and each instance subsequent to April 9, 1959 wherein similar violations of agreement are permitted at El Centro, Calif., the Carrier shall compensate the regularly assigned Telegraphers listed in Paragraph 2 (a), (b), (c) and (d), or their successors, as provided for by the applicable rules."

OPINION OF BOARD: The claim charges that on various named dates between April 3, 1959 and May 27, 1959 persons outside the Agreement telephoned instructions through Niland and Indio, California to train crews relating to picking up and setting out cars at various points. Illustrative messages were:

"C&E Extra 6364 East Niland
Arrange to set out 55 mty gons at Calipatria handle
balance of your train to El Centro and leave it on
track No. 90"

"C&E Beet Hauler Indio

Set mty box car out at Brawley. Put 86 in storage one
38 in storage two.. which now has 42 cars Balance even
drill extension. Leave at east end. Bring beet to
El Centro."

The messages were transmitted by trainmasters, assistant trainmasters and yard clerks.

The Union contends that these messages related to the movement of trains and are of the same type which Award 14 of the Board ruled belonged to telegraphers.

Carrier seeks to distinguish this case on the ground that the instructions here were yard instructions which have been handled by trainmasters, assistant trainmasters and yard clerks. The Union replies that the messages went from one station to another. It says that there is nothing in the Agreement about yard limits and that the Company could put them anywhere it wishes thus making it possible for the Company to take away the telegraphers' rights to communications over a wide area if the Company's theory were accepted.

We have already ruled that communications of this type relate to train movements. Award 14, Claim 1, Sub-claim 15 and Claim 2, Sub-claims 10-11. We see no basis for a different ruling

merely because the instructions concerned movements within a certain yard's limits. In this respect the Union's point seems well taken. We hold that the agreement was violated.


AWARD

The claim is, therefore, sustained for a call payment for the dates and persons specifically named in items 1-4 of the claim. The continuing claim for dates subsequent to May 27, 1959 is denied for lack of specification as to dates, messages and claims.

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