

Award No. 7
Case No. 7
Docket No. 7
ORT FILE: 3047

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:

CLAIM NO. 1

1. The Carrier violates the parties' Agreement at El Centro and Brawley, California, when it permits or requires employes not covered by the Telegraphers' Agreement to transmit or receive messages of record in the form of bills of lading and/or shipping orders over the telephone.
2. The Carrier shall, because of the violation set out above:
 - (a) Assign such communication work to employes covered by the Telegraphers' Agreement at El Centro and Brawley, California.
 - (b) Compensate J. M. Schwitzner, extra third shift wire chief-telegrapher-clerk-PMO, El Centro, for one special call on June 16, 17, 18, 21, 1959.
 - (c) Compensate R. J. Mitchell, first wire chief-telegrapher-clerk-PMO, El Centro, for one special call on June 19 and 20, 1959.
 - (d) Compensate Glenn Bacon, relief wire chief-telegrapher-clerk-PMO, El Centro, California, for one special call on June 22, 1959.
3. The Carrier shall, in addition to the foregoing, for each date subsequent to those set out in Items (b)

through (d) above, on which employes not covered by the parties' Agreement at El Centro, California, sent or received messages of record over the telephone in the manner herein described, compensate the senior, idle, extra employe, if any, or the regularly assigned employes listed in paragraphs (b) through (d) above, and/or their successors, in accordance with the overtime or call rules of the Agreement.

CLAIM NO. 2

1. The Carrier violates the parties' Agreement at Brawley, California, when it permits or requires employes not covered by the Telegraphers' Agreement to transmit or receive messages of record in the form of bills of lading and/or shipping orders over the telephone.
2. The Carrier shall, because of the violation set out above:
 - (a) Assign such communication work to employes covered by the Telegraphers' Agreement at Brawley, California.
 - (b) Compensate R. G. Sherman, agent-telegrapher, Brawley, California, for one special call on June 16, 17, 18, 19, 20, 22 (two hours at the overtime rate) and one special call June 21, 1959 (three hours at the overtime rate.)
3. The Carrier shall, in addition to the foregoing, for each date subsequent to those set out in Item (b) above, on which employes not covered by the parties' Agreement at Brawley, California, send or receive messages of record over the telephone, compensate the regularly assigned agent-telegrapher at Brawley, and/or his successor, in accordance with the overtime or call rules of the Agreement."

OPINION OF THE BOARD:

On the dates set forth in the two claims in this docket, Clerks at Brawley, California telephoned information from original shipping orders or bills of lading to Clerks at El Centro, California. The items of information are shown on pp 59-76 of the Record. They included such things as: Consignee, car numbers, character of cargo,

destination and route of the cars. The Organization contends that the messages were communications of record, concerned the movement of trains and under the Scope Rule belonged to the Telegraphers. It charges that the transmission of these messages by Clerks constituted violations of the Agreement.

The Carrier contends that this work does not belong exclusively to Telegraphers and that it is clerical work which in the past has been performed on this property by Clerks as well as Telegraphers. It also asserts that the communications did not affect the movement of trains and that its transmission was merely for the purpose of speeding up the billing. We do not agree. The information was telephoned while the cars were enroute between Brawley and El Centro, and at the hearing Carrier admitted that it expedited the handling of traffic from El Centro east. In our judgment the messages affected the movement and operation of trains and were communications of record. They were the types of messages which have been historically and traditionally transmitted by Telegraphers since the days of the Morse Code, and we think this work belongs to the Telegraphers.

Awards 8663 (Third Division) and 12610 (Third Division - Supplemental) on this property must be regarded as controlling here. In 8663 the message telephoned by the Clerk at Herlong to a Dispatcher gave information as to loaded or empty cars to be picked up. Carrier argued that the information did not include car identification numbers or destination of cars and that no permanent record was made of the communication. The Board said that they "are communications of

record and have to do in part with the operations of trains. For example, some give car numbers with information as to the cargo, and the character and destination of the shipment." The claim was sustained.

In Award 12610 a Clerk at Bakersfield telephoned car information to the Telegrapher-Clerk at Delano. The messages gave car numbers, the direction of such cars and when no bill of lading was available it was so indicated. The claim was sustained, the Board saying "The messages were not purely informational. They are communications of record. They are concerned with the movement and operation of trains. Award 8663 is controlling and is affirmed. . . . Telegraphers were employed in the Bakersfield station. The messages should have been transmitted by them. In their absence, they should have been called in accordance with the terms of the Agreement."

Another award with facts comparable to the present case is 9951. There a Clerk on duty on Saturday at Wilson, North Carolina, telephoned a Clerk at Greenville, North Carolina, and gave him information necessary for preparation of waybills for two cars of tobacco which had left Wilson on memo waybills. This was held a violation of the Telegraphers' Agreement. The Board said, "The messages here were the type that were necessarily sent by telegram in the old days of Morse Code. These cars had been loaded in Wilson, some miles away, were made into a train for Greenville before the shippers were able to furnish information as to consignee, destination and route. Therefore, it was necessary to send this

information to Greenville before the train arrived there. Traditionally that could have been done in no other way than by telegraph because of the distance and the time limit. Under Award 4516 this is telegraph work. The messages satisfied the requirement mentioned in Award 5182 (Boyd) in that there was 'direction given as to where' and, 'by what route the cars are to be moved'."

Awards cited by Carrier (12606, 12607, 12608, 12609, 12612, 12613, 12614, 12615, 12616, 12618, 12619, 12624) are not in point because of the facts of each of these cases which were very different from those of the case at hand. The messages in those claims covered such things as: request to release certain cars; statement that cars were ready for release; block of serial numbers to be used for bills of lading; reports that cars required repairs and also that repairs had been made; statement that signal pole had been knocked down and temporary repairs had been made; information that CTC had been extended from one point to another; number of yard engines; yard engine days worked and number of cars handled; section foreman's weekly report as to hours worked and how the hours were spent. None of these Awards support Carrier's position here. These Awards were all by the same Referee (Dolnick) who is also the author of Award 12610 relied upon above. They were all adopted by the Board on the same day as 12610 and the Referee specifically held in each instance that the messages did not relate to the movement of trains nor the safety of passengers or property. For the reasons expressed above we hold that the work in question here did belong

to the Telegraphers and that the claims are meritorious.

FINDING

That Carrier violated the Agreement.


AWARD

The claims are 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