Award No. 18

Docket No. 18

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 violated the parties' Agreement when it required or permitted employes not covered by the Telegraphers' Agreement at Port Chicago, West Oakland and Richmond, California, to transmit and/or receive messages of record over the telephone.

2. The Carrier shall, because of the violations set out above, compensate:

(a) A. D. Holmgren, Relief Telegrapher-Clerk Port Chicago-Avon, for one special call February 6, 1958.

(b) L. A. Robinson, 2nd Telegrapher-Clerk-PMO West Oakland, for one special call February 6, 1958.

(c) J. R. Nicholson, 2nd Telegrapher-Clerk, Oakland Pier for one special call February 6, 1958.

3. The Carrier shall, in addition to the foregoing, pay the senior qualified idle extra telegrapher, or if none available, the senior idle regularly assigned telegrapher at the nearest location to Richmond, California, one day's pay (8 hours), at the applicable rate for February 6, 1958.

CLAIM NO. 2

1. The Carrier violated the parties' Agreement when it required or permitted employes not covered by the Telegraphers' Agreement at Oakland Pier, Port Chicago, and Richmond, California, to transmit and/or receive messages of record over the telephone.

2. The Carrier shall, because of the violations set out above, compensate:

(a) J. R. Nicholson, 2nd Telegrapher-Clerk, Oakland Pier, for a two hour call for March 6, 1958.

(b) C. L. Hepburn, 2nd Telegrapher-Clerk, Port Chicago, for a two hour call March 6, 1958.

3. The Carrier shall, in addition to the foregoing, pay the senior qualified idle extra telegrapher, or if none available, the senior idle regularly assigned telegrapher at the nearest location to Richmond, California, one day's pay (8 hours) at the applicable rate for March 6, 1958.

CLAIM NO. 3

1. The Carrier violated the parties' Agreement when it required or permitted employes not covered by the Telegraphers' Agreement at Oakland Pier and Port Chicago, California, to transmit and/or receive messages of record over the telephone.

2. The Carrier shall, because of the violations set out above, compensate:

(a) J. R. Nicholson, 2nd Telegrapher-Clerk, Oakland Pier, for a two hour call, April 23, 1958.

(b) C. L. Hepburn, 2nd Telegrapher-Clerk, Port Chicago, for a two hour call, April 23, 1958.

CLAIM NO. 4

1. The Carrier violated the parties' Agreement when it required or permitted employes not covered by the Telegraphers' Agreement at Oakland 16th Street, and Port Chicago, California, to transmit and/or receive messages of record over the telephone.

2. The Carrier shall, because of the violations set out above, compensate:

(a) R. H. Bell, Relief Telegrapher-Clerk, Oakland 16th Street, for a two hour call, July 1 and 2, 1958.

(b) A. D. Holmgren, Relief Telegrapher-Clerk, Port Chicago, for a two hour call July 1 and 2, 1958.

OPINION OF BOARD:

The four separate claims in this case involve telephone conversations between persons in the Car Distributor's Office in

Oakland and clerks at Port Chicago, Richmond and West Oakland concerning the handling of cars and what was to be done with them. The Organization claims that in each instance the message given by the Car Distributor was a message of record which should have been transmitted only by a telegrapher. Carrier says that this type of work does not belong to telegraphers because of the specific wording of the Agreement and that Car Distributors have handled this kind of communication by telephone for more than thirty-five years. Since the content of the messages vary somewhat we will describe the message or messages in each claim.

Claim No. 1: The message said:

> "Effective immediately harts and gonds originating Matheson destined Stege and Nichols are to be returned to Matheson instead of general service.T100:"

Claim No. 2: The message to clerks at Richmond and Port Chicago said:

> "Effective immediately discontinue returning gonds when made empty at Nichols and Stege, return to general service. However, continue to return harts to Matheson as shipper desires to confine his loading to hoppers. T 100".

This seems to have been an amendment or modification of the message in Claim No. 1.

Claim No. 3: There were two messages. The first read:

> "UP 50056 mty D F loader on hand Port Chicago, Bill and forward to Standard Oil Co. Richmond, Agent Richmond advise date loaded, destination, contents, routing, consignee and any stops enroute RD 878."

The second message was similar giving numbers of two other cars to be forwarded to "Febie and Perrelli on Agents Order 525." It had a Number RD 877.

Claim No. 4: The first message in this claim was similar to those in Claim No. 3. It had a Number T 547. The second message read:

> "NKP 27423 now empty at Port Chicago with large portion of floor out. Agent Port Chicago bill to R. Ersepke SP Shops West Oakland for repairs. Forward on revenue billing without charges. JLH be on lookout and see placed in shops promptly after arrival Oakland. RE and AES arrange repairs and when done notify this office. H-8."

All of these claims involve the same questions, i.e., whether this type of telephone message from the Car Distributor or his clerks violates the Agreement. The messages here are similar to those in Claim 4 of Award 12, Claim 3 of Award 14 and Claim 16. The chief difference is that in those cases the information was given by the clerk to the Car Distributors whereas here the Car Distributor's clerk gave instructions concerning the disposition of the cars. The messages, however, all relate to the handling and distribution of cars. In the Awards just mentioned we have already ruled that the Scope Rule does not cover the use of the telephone for this purpose by clerks in the Car Distributor's Office, who have performed this work for many years. For the reasons expressed in Award 16, Award 12 (Claim 4) and Award 14 (Claim 3), we hold that the Organization has shown no right to the work involved in these claims.

FINDING

The Agreement was not violated.

AWARD

Claims 1, 2, 3 and 4 are denied.

SPECIAL BOARD OF ADJUSTMENT NO. 553

Roy R. Ray, Chairman

D. A. Bobo, Employe Member

L. W. Sloan, Carrier Member

San Francisco, California
June 28, 1965