

Award No. 9
Case No. 9
Docket No. 9
ORT FILE: 3114

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 Ashland, Oregon; Redding and Montague, California, when it permits or requires employes not covered by the Telegraphers' Agreement to transmit and/or receive messages in the form of waybill numbers over the telephone.
2. The Carrier shall, because of the violations set forth above, compensate:
 - (a) W. H. Davis, Assistant-Mechanician-Telegrapher-Clerk-PMO, Ashland, Oregon; and/or his successor, for fifteen (15) minutes at the overtime rate for August 3, 1959; seventeen minutes at the overtime rate for August 25, 1959; twenty-eight (28) minutes at the overtime rate for September 3, 1959; thirty-three (33) minutes at the overtime rate for September 16, 1959; and one special call for September 2, 1959.
 - (b) O. R. Hargis, Relief Agent-Assistant-Mechanician-Telegrapher-Clerk-PMO, Ashland, Oregon, and/or his successor, for one special call August 25 and September 4, 1959.
 - (c) J. P. Beer, Agent-Telegrapher, Montague, California, and/or his successor, for one special call for each date August 5 and 6, 1959.

- (d) B. C. Adams, Second Telegrapher-Clerk-PMO, Ashland, Oregon, and/or his successor, for one special call September 23, 1959.
 - (e) N. L. Kueny, Third Telegrapher-Clerk-PMO, Redding, California, and/or her successor, for one special call August 3, 25, September 2, 16, 21 and 23, 1959.
 - (f) A. Peters, Relief Telegrapher-Clerk-PMO, Redding and Red Bluff, California, and/or his successor, for one special call for each date August 5, 6, 25, 27, September 3, 4 and 18, 1959.
3. The Carrier shall, in addition to the foregoing, for each such violation subsequent to September 23, 1959, compensate an available telegrapher at the respective stations named in this complaint in accordance with the provisions of applicable rules.

CLAIM NO. 2

- 1. The Carrier violates the parties' Agreement at Alturas, California, when it permits or requires employes not covered by the Telegraphers' Agreement to transmit messages in the form of waybill numbers over the telephone to the agent at Canby, California.
- 2. The Carrier shall, because of the violations set forth above, compensate:
 - (a) R. A. Lucas, Third Telegrapher-Clerk-PMO, Alturas, California, and/or his successor, for one special call for each date August 5 and 12, 1959.
 - (b) J. R. Mayfield, Relief Telegrapher-Clerk-PMO, Alturas, California, and/or his successor, for one special call for August 21, 1959.
 - (c) J. E. Peek, Second Telegrapher-Clerk-PMO, Alturas, California, for one special call August 21, 1959.
- 3. The Carrier shall, in addition to the foregoing, for each such violation subsequent to August 5, 1959, compensate an available telegrapher at the station named in this complaint in accordance with the provisions of applicable rules.

Aud 9

CLAIM NO. 3

1. The Carrier violates the parties' Agreement at Phoenix, Tovrea, Wellton and Chandler, Arizona, when it permits or requires employees not covered by the Telegraphers' Agreement to transmit and/or receive messages in the form of waybill numbers over the telephone.
2. The Carrier shall, because of the violations set forth above, compensate:
 - (a) W. E. Johnson, Extra Telegrapher, assigned Phoenix Yard, Tempe Relief Position, one special call each date March 13, 15, 17, 20 and 28, 1959.
 - (b) J. F. Wells, regularly assigned second Telegrapher-Clerk, Phoenix Yard, one special call each date, March 14, 16, 23, 26, 27 and April 13, 1959.
 - (c) G. A. Gilliam, regularly assigned second Telegrapher-Clerk-Wire-Chief "MC" Phoenix, one special call March 17, 1959.
 - (d) R. W. Ross, regularly assigned relief position Chandler and Mesa, Arizona, one special call March 17, 1959.
 - (e) J. R. Knoll, Extra Telegrapher-Clerk, assigned Chandler Relief Position, one special call for each date March 25 and 26, 1959.
 - (f) J. C. Mann, regularly assigned first Telegrapher-Clerk, Phoenix Yard, one special call for March 25, 1959.
 - (g) W. R. Guymon, Extra Telegrapher-Clerk, Phoenix Yard, Tempe Relief Position, one special call April 10, 1959.
 - (h) K. A. West, Extra Telegrapher-Clerk, two special calls April 27, 1959.
 - (i) J. T. Wells, regularly assigned Phoenix Yard-Tovrea, one special call for April 29, 1959.

CLAIM NO. 4

1. The Carrier violates the parties' Agreement at Klamath Falls, Oregon, when it permits or requires employees not covered by the Telegraphers' Agreement to transmit messages in the form of waybill numbers over the telephone.
2. The Carrier shall, because of the violations set forth above, compensate:
 - (a) H. J. Tillery, third Telegrapher-Clerk-PMO, Klamath Falls Yard, Oregon, for one special call August 11, 12, 13, 20, 24 and 27, 1959.
 - (b) R. L. Westman, second Wire Chief-Telegrapher-Clerk-PMO, Klamath Falls Yard, Oregon, one special call for August 14, 17, 21 and 31, 1959.
 - (c) D. D. Nickles, Relief Wire Chief-Telegrapher-Clerk-PMO, Klamath Falls Yard, Oregon, for one special call August 15, 18, 19, 25 and 26 and for fifteen (15) minutes overtime August 29, 1959,
 - (d) S. A. Bertolucci, Relief Telegrapher-Clerk-PMO, Klamath Falls Yard, Oregon, one special call for August 28, 1959.

CLAIM NO. 5

1. The Carrier violates the parties' Agreement at Bakersfield, California, when it permits or requires employees not covered by the Telegraphers' Agreement to transmit messages covering the movement of perishable freight over the telephone.
2. The Carrier shall, because of the violation set out above, compensate J. Panick, First Telegrapher-PMO-Clerk, Bakersfield, California, for a special call of two (2) hours at the overtime rate for April 30 and May 1, 1959.

CLAIM NO. 6

1. The Carrier violates the parties' Agreement at Thorne and Reno, Nevada, when it permits or requires employees not covered by the Telegraphers' Agreement to transmit and/or receive messages in the form of waybill number information over the telephone.

2. The Carrier shall, because of the violations set forth above, compensate:
 - (a) W. R. Curry, Agent-Telegrapher, Thorne, Nevada, and/or his successor, for one special call, September 30, 1959 and October 31, 1959.
 - (b) M. K. Segar, Third Telegrapher-PMO-Clerk, Sparks, Nevada, and/or his successor, for one special call for September 30, 1959, and October 31, 1959.
 - (c) C. W. Walser, Second Telegrapher-Clerk-PMO, Sparks, or his successor, for one special call, November 30, 1959.
3. The Carrier shall, in addition to the foregoing, for each such violation subsequent to September 30, 1959, compensate an available telegrapher at the respective stations named in this complaint in accordance with applicable rules.

CLAIM NO. 7

1. The Carrier violates the parties' Agreement at Phoenix, Arizona, when it permits or requires employees not covered by the Telegraphers' Agreement to transmit messages in the form of waybill numbers over the telephone.
2. The Carrier shall, because of the violations set out above, compensate:
 - (a) N. E. Marquis, regularly assigned occupant of Relief Position "MC" Phoenix, for one special call each date July 7, 14 and August 5, 1959.
 - (b) J. F. Wells, regularly assigned second Telegrapher-Clerk, Phoenix Yard, one special call for July 9, 1959.
 - (c) M. J. Barringer, regularly assigned third Telegrapher-Clerk, Phoenix Yard, one special call for July 16, 1959.
3. The Carrier shall, in addition to the foregoing, for each such violation subsequent to August 5, 1959, compensate an available telegrapher at Phoenix, Arizona in accordance with applicable rules.

CLAIM NO. 8

1. The Carrier violates the parties' Agreement at 5th and Kirkham Street Station, Oakland, California, when it permits or requires employes not covered by the Telegraphers' Agreement to transmit messages in the form of waybill numbers over the telephone.
2. The Carrier shall, because of the violations set out above, compensate:
 - (a) K. T. Howard, first Telegrapher-Clerk-Towerman, Magnolia Tower, Oakland, one special call for each date October 28, 29, 30, 31, November 4, 5, 6, 7, 11, 12, 13 and 14, 1959.
 - (b) C. E. Diehr, Relief Position No. 47, Oakland, California, for one special call on each date October 27 and November 3 and 10, 1959.

CLAIM NO. 9

1. The Carrier violates the parties' Agreement at Reno, Nevada, when it permits or requires employes not covered by the Telegraphers' Agreement to transmit messages in the form of waybill numbers over the telephone.
2. The Carrier shall, because of the violation set out above, compensate M. K. Segar, third Telegrapher-PMO-Clerk, Sparks, Nevada (within the yard limits of Reno), for one special call for February 1, 1960.
3. The Carrier shall, in addition to the foregoing, for each such violation subsequent to February 1, 1960, compensate an available telegrapher at Sparks in accordance with applicable rules.

CLAIM NO. 10

1. The Carrier violates the parties' Agreement at Phoenix Yard, Phoenix, Arizona, when it permits or requires employes not covered by the Telegraphers' Agreement to transmit messages in the form of waybill numbers over the telephone.
2. The Carrier shall, because of the violations set out above, compensate:
 - (a) J. F. Wells, second Telegrapher-Clerk, Phoenix, Arizona, one special call for October 12, 1959.

- (b) G. A. Gilliam, third Wire Chief, Union Depot, Phoenix, Arizona, one special call for October 16, 1959.
- (c) J. F. Knoll, Relief Agent-Telegrapher-Clerk, Phoenix Yard and Tempe Relief Position, one special call for October 20, 1959."

OPINION OF THE BOARD:

This case consists of ten separate claims. All of them except Claim No. 5 involve the transmission and/or receipt of waybill numbers over the phone by persons not covered by the Telegraphers' Agreement. In each of the nine claims a Clerk or Agent-Telegrapher at an outlying station would phone the regional accounting office identifying the type of bill for which a serial number was desired and the Clerk in the regional office would give him the serial number to be used. Samples of the type of messages sent are:

- (1) "Redding August 3, 1959
Clerk Pederson Ashland
Use Freight Bill Numbers 103069-70-71
H. A. McGhee, Agent by Clerk 8:15 a.m."
- (2) "Chandler Mar. 20
JLB Phoenix
Give us demurrage bill number and 3 misc.
bill numbers
A. L. Bennett 10:24 a.m."
- (3) "Phoenix Mar. 20
ALB Chandler
Demurrage bill No. 20215, Misc. Bill
Nos. 30356-7-8
JLB by Clerk Sacco 10:24 a.m."

The Organization contends that all of these messages were communications work belonging to Telegraphers and that their transmission by Clerks was a violation of the Agreement in each instance. We do not agree. These communications were not messages of record nor did they affect the movement or operation of trains.

SBA 55.3
Awd 9

Award 12614 (Third Division) dated June 11, 1964, between the same parties involving the same type of communications, rejected the Organization's contention for the reasons we have mentioned. We consider it persuasive and controlling here and hold that Claims 1, 2, 3, 4, 6, 7, 8, 9 and 10 are without merit.

Claim No. 5: On each of the dates involved in this claim a Clerk at Bakersfield telephoned the Clerk-Telegrapher at Wellton and gave him information concerning the number of a car, shipper and consignee, contents, routing and destination. The items of information are shown on pp 131 and 199 of the Record. Carrier admits that this is the same type of information which was telephoned by Clerks at Brawley to Clerks at El Centro in Case No. 7, and it makes the same arguments here that it made in that case and cites the same Awards. We rejected those arguments there and the reasons we gave in Award 7 apply here. Awards 8663 and 12610 (Third Division - Supplemental) on this property are in point and control the decision in this claim. We hold that the messages affected the movement of trains and that this kind of communication belongs to the Telegraphers. The Claim, therefore, must be upheld.

FINDINGS

That Carrier violated the Agreement in Claim No. 5, but there was no violation in the other claims.

AWARD

Claims 1, 2, 3, 4, 6, 7, 8, 9, and 10 are denied; Claim 5 is sustained.

SBA 553
Awd 9

SPECIAL BOARD OF ADJUSTMENT NO. 553

Roy R. Ray
Roy R. Ray, Chairman

D. A. Bobo
D. A. Bobo, Employee Member

L. W. Sloan
L. W. Sloan, Carrier Member

San Francisco, California

November 9, 1964