

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad, that:

1. Carrier violated the Agreement between the parties when on April 6, 7, 10, 13, 14, 15, 16, 17, 20, 21, 22, 24, 27, 29 and May 1, 1961, it required or permitted an employe in its Manly, Iowa, yard office, who is not covered by the Agreement and has no seniority rights in the Telegrapher Class, to transmit and receive by telephone, communications, matters or messages of record involving train movements.

2. Carrier shall be required to compensate the senior telegrapher off duty at Manly, Iowa, at the time of the violations, in the amount of one call for each date specified above.

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties, effective August 1, 1947 (reprinted November 1, 1956) as supplemented and amended, is available to your Board and by this reference is made a part hereof.

This claim arose out of Carrier's action of requiring or permitting the Yardmaster at Manly, Iowa, to transmit and receive by telephone, communications, matters or messages of record involving train movements.

At the combined passenger and freight station at Manly, continuous telegraph-train order service is maintained (three shifts, one telegrapher on each shift). In addition to the telegrapher positions, there is a position of exclusive agent, not required to perform telegraphers' duties. At time of claim, the alignment of the positions at the passenger and freight station, and the incumbents thereof, were as follows:

POSITION	INCUMBENT	ASSIGNMENT
Agent	A. Angell	5 days, Monday through Friday, rest days Saturday and Sunday.
First Shift	E. R. Carlson	Monday through Friday, rest days, Saturday and Sunday.
Second Shift	C. J. Stoffer	Wednesday through Sunday, rest days, Monday and Tuesday.

"Please advise if you will approve the claim as filed. If you decline, kindly state your position.

"Yours truly,
"/s/ Geo. W. Christian

"cc—Messrs. G. E. Mallery—Vice President Personnel
R. P. Justin, GS&T, ORT
W. L. LaPorte, D.C., ORT"

The Board will note, through the emphasis, that the Organization is contending the Yardmaster transmitting messages or matters of record (which is incorrect) makes it difficult for telegraphers to gain access to the circuit for train order or train movement purposes, which purposes are the only ones required to be recorded under the Carrier Operating Rules. The Organization, therefore, in effect, admits they are handling the messages of record (Train Order Op. Rule 205—Train Movement Op. Rule 102), but they also want to handle the conversations here "overheard" which are not required to be recorded by the Carrier and are not messages, orders and/or reports of record of any kind.

Among other Awards we refer the Board to Award 9953 and the many awards mentioned therein and a comparison of the messages involved in that Award. In that Award is another example of the Board's consistent dealing with the question of messages of record, which is all the telegraphers are entitled to, and the question of telegraphers contending use of telephone belongs exclusively to them.

We are certain the Board will apply those principles here and not say both principles are overridden as a result of a compromise by the Board itself in 3199 and 3200.

The Organization cannot show anything that required these conversations to be made a matter of record and these conversations were not in lieu of any telegraph service performed by a member of the Organization.

This claim is totally without merit and should be denied.

OPINION OF BOARD: This claim arose as a result of a Yardmaster at Manly, Iowa sending messages by telephone to the Dispatcher at Des Moines, Iowa. The messages were sent on various dates during the months of April and May 1961.

It was the contention of the Claimants that the communications were matters of record involving train movements.

The Carrier contended that the communications were an exchange of information between the Yardmaster and the Dispatcher and not subject to the Agreement.

We are of the opinion that the following messages come within the purview of Award 8358 of this Division sustaining the contention of the Claimants.

"Apr. 10 YM to Dspr.—'There goes #67 with 73 cars.'
5:55 P.M. Dsp.—'OK, Mac.'"

"Apr. 13 8:10 P.M. YM to Dspr.—'Switcher just came in with some cars for the bug line, they have 1 mty Estherville, 1 cement Rake, 1 cement Estherville, 1 cement Sibley, 2 mtys Northwood.'

Dspr.—'OK, Mac.'"

The remaining conversation between the Yardmaster and Dispatcher is an exchange of information which under ordinary circumstances takes place between these two officials.

Thus the claim will be sustained for the communication of April 10 and April 13, 1961. The latter date applies to the communication of 8:10 P.M.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was violated on April 10, 1961 and April 13, 1961 at 8:10 P.M.

That the Agreement was not violated on other occasions.

AWARD

Claim sustained and denied according to the Findings.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of March, 1964.