

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 20479
Docket Number CL-20433

David P. Twomey, Referee

(Brotherhood of Railway, Airline and Steamship
(Clerks, Freight Handlers, Express and
(Station **Employees**

PARTIES TO DISPUTE: {

(Missouri Pacific Railroad Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-7370) that:

1. Carrier violated the Telegraphers' Agreement (TCU), in particular Scope Rule 1, when it required and/or permitted its Train Dispatchers at Little Rock, Arkansas, who are not covered by the Agreement, to receive and copy slow order messages which are communications of **record**, in lieu of **Mr. E. L. Hymel**, Day Wire Chief, working in Carrier's "**CF**" Relay Telegraph **Office**, Little Rock, Arkansas. (Carrier File 380-2995)
2. Carrier shall now be required to compensate **Mr. Hymel** a call, pursuant to Rule 10 (c) of the Agreement, for March 1 (2 calls), 2, **4, 9** (4 calls), 10 and 12, 1972, a total of 10 calls, account being denied his contractual rights to perform the relay telegrapher work here involved.

OPINION OF BOARD: Telegraphers in Carrier's "**CF**" Relay Telegraph **Office** take information for slow orders and/or approach orders, either by telegraph or telephone from various Carrier employes, and such information is placed on a form and relayed to the concerned Train Dispatcher, to issue proper train orders affecting movements of trains. The Carrier abolished the telegrapher positions of Late Night Chief and Chief Relief; and advised its Maintenance of Way Foreman to telephone all information for slow orders and approach **orders** direct to the proper Train Dispatcher when the Day Wire Chief in the Relay Telegraph Office was off duty. On the claim dates, the Carrier's Maintenance of Way Foreman did telephone information to the proper Train Dispatchers when Claimant was off duty. The Organization contends that the acts of the Train Dispatchers receiving the information **were** in fact the receipt of "slow order messages," which the Organization alleges are "communication of record" received in lieu of the Day Wire Chief; and are thus violations of Scope Rule 1 of the Agreement of the **Parties**. This **Board** disagrees.

Contrary to the arguments of the Organization, the **issue** involved in this case was squarely dealt with in Special **Board** of Adjustment No. 305, Docket **No. 3**, decided on the same property. In Award No. 3 the **Board** held in part:

"... We are convinced that the information transmitted by use of the telephone from Extra Gang Foreman Lynch to the telegrapher at Italy does not **fall** within the class of **messages** defined by the **Board** as communications of record, but **was** merely information which the dispatcher needed in order to **prepare** and issue necessary slow orders and that there was no need or requirement for such information being made a matter of record."

It is clear that Award No. 8 stands for the proposition that the transmittal of the type of information a Maintenance of Way foreman **may** possess for the ultimate use by a Train Dispatcher in **order** to prepare a necessary slow order, is not a communication of record and thus does not violate the Scope rule in question. See also the decision of Public Law **Board** No. 193, Award No. 7 (Referee **Zumas**) which supports this conclusion. Further, see Award No. 9 of Public Law **Board** No. 273 (NH vs. TCU, Referee Hamilton), involving a dispute that resulted from a Maintenance of Way foreman telephoning the Train Dispatcher to furnish information for issuance of necessary **protecting** orders. The **Board** held in part:

"We hold that the actions of the employees other than telegraphers in contacting the train dispatchers with information which subsequently resulted in the issuance, change or annulment of train orders is not a violation of the Scope Rule..."

We deny the claims.

FINDINGS: The Third **Division** of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 not violated.

Award Number 20479
Docket Number CL-20433

Page 3

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A.W. Paulse
Executive Secretary

Dated at **Chicago**, Illinois, this **25th** day of October 1974.