

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 employees, 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. 8, decided on the same property. In Award No. 8 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 (NW 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.

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Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: *A.W. Pauls*
Executive Secretary

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