

Award No. 59
Docket No. 59

MOP File 380-1668
ORT File 1256

SPECIAL BOARD OF ADJUSTMENT NO. 117

ORDER OF RAILROAD TELEGRAPHERS
and
MISSOURI PACIFIC RAILROAD COMPANY

Claim of the General Committee of The Order of Railroad Telegraphers on the Missouri Pacific Railroad that:

1. Carrier violated the terms of the Agreement when on November 26, 1955, it failed to call Telegrapher P. D. Cronin for service and instead required or permitted an employee not covered by the Agreement to assume and perform the duties of the Telegrapher who was regularly assigned to the position of Manager at Wichita, Kansas, this position being regularly assigned to P. D. Cronin.
2. Carrier shall now compensate P. D. Cronin on the basis of one call of three hours at the pro rata rate of pay.

OPINION OF BOARD: We are here concerned with a claim for a call on account an employee not covered by the effective agreement was permitted to handle the message of record.

It is asserted that the claimant here, one P. D. Cronin, should have been called on November 26, 1955, to handle a message of record concerning an accident which was handled by a train dispatcher at Wichita from a Telegrapher at Eldorado, Kansas.

The Organization asserted that the 24-A report concerned an accident, the transmission of which constituted a communication of record which properly belonged within the scope of the Telegraphers' Agreement and the handling of which could not be delegated to persons not covered thereby.

It was asserted that the claimant here was available and should have been called, and that Award 6330 held that the handling of accident reports (Form 24-A) was work which belonged properly to the employees covered by the Telegraphers' Agreement.

The respondent here asserts that the train dispatcher in question did not, in truth and in fact, copy Form 24-A from a telegrapher at Eldorado but was securing "pertinent information" concerning an automobile accident, and that the information secured by him was merely information which was used in compiling a report to "all concerned" and the said report was later filed in the telegraph office for later transmission by a telegrapher.

The respondent asserted that the directing of the preliminary data to the proper authority by way of telephone to complete a 24-A accident report was not, in truth and in fact, handling a message of record in that a "message of record" was not then and there and at that time required, and that it

is customary on this property for any employe in the performance of his duties to receive preliminary data on accidents in order to expedite the processing of and the dissemination of such information to those concerned.

The respondent further asserted that Award 6330, involving the parties hereto as well as the transmission of a Form 24-A report, is not wholly applicable here in that the claim sustained there was for the payment to a telegrapher when an employe not covered by the Telegraphers' Agreement transmitted the Form 24-A message of record itself, while in the instant case the information obtained and processed by the train dispatcher was only that necessary to complete the Form 24-A for later transmission by telegraphers covered by the effective agreement.

In Award 6330, a sustaining award was found to be justified and payment was ordered for a call to a telegrapher when an employe not covered by the Telegraphers' Agreement transmitted the Form 24-A message of record itself. The fact that only the information necessary to fill out the Form 24-A was here received by the train dispatcher does not warrant a departure from the findings in Award 6330 in which it was held:

"It is not subject to question that if it is determined that the work performed on either or both of the dates in question comprises duties which by custom, practice and tradition are those ordinarily performed by telegraphers that the claimant is entitled to be compensated for a call. .

"We are of the opinion that transmission of accident reports constituted the handling of a communication of record and is work which ordinarily and by tradition, custom and practice belongs to telegraphers to the exclusion of all others.

"We are likewise unimpressed by the contention of the Respondent that this work does not belong exclusively to the telegraphers. It is admitted that a majority of accident reports are transmitted by employes covered by the effective Agreement. Thus, the parties here have by application and interpretation placed such duties within the framework of that belonging to those covered by the Agreement and, in this instance, the claimant."

We are of the opinion that the claimant should have been called to handle the work in question on November 26, 1955.

FINDINGS: The Special Board of Adjustment No. 117, upon the whole record and all the evidence, finds and holds:

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

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

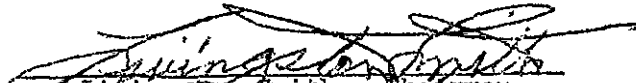
Award No. 59
Docket No. 59


That the Carrier violated the effective agreement.

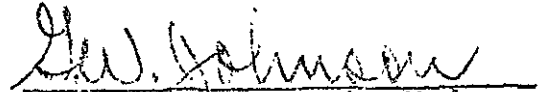
AWARD

Claim sustained.

SPECIAL BOARD OF ADJUSTMENT NO. 117


Livingston Smith - Chairman


C. O. Griffith - Employee Member


G. W. Johnson - Carrier Member

St. Louis, Missouri
August 9, 1956