



SPECIAL BOARD OF ADJUSTMENT NO. 305

THE ORDER OF RAILROAD TELEGRAPHERS

vs.

MISSOURI PACIFIC RAILROAD COMPANY
(Southern & Western Districts)

AWARD NO. 42
DOCKET NO. 42
(Case 2796)

STATEMENT OF CLAIM:

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

1. Carrier violated the Agreement between the parties when on March 16, 1958 and on each succeeding Sunday required and is continuing to require employees not covered by the Telegraphers' Agreement to perform the work which has, by custom and tradition, been acknowledged as Telegraphers' work.
2. Carrier shall compensate L. F. Anthony, Star Agent-Telegrapher, or the incumbent of the position, and shall pay G. R. Corwin, Second trick Telegrapher-Clerk, or the incumbent of the position, both at Carthage, Missouri, one call, three hours at the time and one half rate for each Sunday beginning with March 16, 1958 and continuing until such time as the work is properly restored to the Telegraphers."

OPINION OF BOARD:

Claims here are on behalf of (*) Star Agent-Telegrapher and Second trick telegrapher at Carthage, Missouri, for compensation for call, at the time and one-half rate, for each Sunday beginning March 16, 1958, on a continuing basis, on the allegation the Carrier has deprived such employees of work on Sundays, a rest day of both assignments.

It is contended that prior to the alleged date, the Sunday work was performed by the telegraphers. Among the duties performed by telegraphers was to receive from the dispatcher information relating to arrival time of passenger trains Nos. 221 and 232, and furnishing the call clerk, not a member of the Telegraphers' craft, with such information so that he could arrange his work in calling train crews. Such information was also furnished the call clerk on week days, Monday through Saturday, by the telegraphers.

Effective March 16, 1958, the positions here in question were changed so that there was no telegrapher assigned to work on Sundays. Prior to March 16, 1958, (*)Star Agent-Telegrapher Anthony and Telegrapher Corwin were given a regular Sunday call. Effective March 16, 1958, they were notified that they would no longer be given a call on Sunday and thereafter the clerk on duty secured the expected arrival time of passenger trains on Sunday by direct telephone contact with the train dispatcher at Nevada for information to be used in calling crews for those two trains.

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Carrier takes the position that such communication by telephone, as here alleged, is not a communication of record, and such work is not, and never has been, work exclusive to the Telegraphers' craft, since such work and telephone communications have been performed by employees of other crafts for many years.

The record before us does not support a claim to require Carrier to pay claimants for a call. There is no denial that the information subject of the telephone call to the dispatcher was to assist the clerk in preparing his work to call crews in either case. Certainly such information is not subject to be considered a message of record, nor do we subscribe to the theory that such work became exclusive to telegraphers through custom and practice. While it is true telegraphers did handle such messages six days a week, such work does not give telegraphers the exclusive right to perform it on Sundays any more than on any other day. The work here in question involved the securing of information to be used for the purpose of calling crews and may therefore be performed by clerks or telegraphers in connection therewith.

FINDINGS: Carrier did not violate the Agreement.

AWARD

Claims denied.

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/s/ Donald F. McMahon
Donald F. McMahon - Chairman

Dissenting
R. K. Anthis - Organization Member

/s/ G. W. Johnson
G. W. Johnson - Carrier Member

St. Louis, Missouri
June 10, 1960

File 380-1864