

Award No. 15
Docket No. 15

MOP File 380-1510
ORT File 1208

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 8, 1954, it permitted or required Division Trainmaster Falkner, an employee not covered by the agreement, to send a communication of record from Coffeyville, Kansas, without calling L. B. Sharp, the telegrapher entitled to handle this work.
2. Carrier shall be required to compensate Telegrapher L. B. Sharp, a call payment of three hours at pro rata rate of pay for November 8, 1954.

OPINION OF BOARD: We are here concerned with a communication dated November 8, 1954, from the Trainmaster, which was received by a Yard Clerk at Van Buren, concerning the unloading of some nine cars of ballast.

The Organization asserts that the communication here was one "of record" and that, as such, came within the scope rule of the Telegraphers' Agreement, for which reason the telegrapher at Coffeyville should have been called to send the communication in question.

The Organization asserts that Rules 1(a), 10(c), 11(a-3) and 21 were violated when the communication in question was handled in the manner above described.

The Carrier here asserts that the communication in question was not one of which a record was required; that it merely was a transmittal of information between employees concerning the planning of work. It was pointed out that no record was made of the communication between the Trainmaster and the Yard Clerk, and that none was required.

An examination of the awards concerning whether or not the transmittal of information is, in fact, a message of record coming within the scope of the effective agreement reveals that the Scope Rule delegates to those covered by the Telegraphers' Agreement that work which has been historically performed by telegraphers. In order for a communication by telephone to be said to belong to a telegrapher, it must be found that the message was one of which a Morse Code operator would have handled prior to the use of the telephone and that there existed a "need of" or a "requirement for" making the communication a "message of record".

As to what constitutes a "message of record", Award 5660 stated:

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"While it does appear that the message in question was reduced to writing, it does not appear that there was any requirement that it was to be considered a message or report of record. The mere fact that somebody reduced the substance of a telephone call to writing does not make it a message of record. Nor does it appear that there was any requirement that such a message be sent."

The evidence of record here clearly indicates that the communication complained of concerned the unloading of several cars of ballast and that the text of the communication was not one of which there existed either a need or a requirement that a "record" be kept. In view of this, it cannot be properly found or held that such communication was a "message of record" coming within the scope of the Telegraphers' Agreement.

FINDINGS: The Special Board of Adjustment No. 117, 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 Special Board of Adjustment has jurisdiction over the dispute involved herein; and,


That the Carrier did not violate the effective agreement.

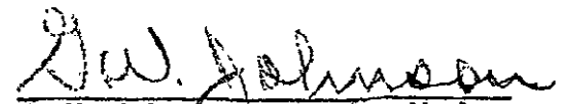
AWARD

Claim denied.

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Livingston Smith -- Chairman


C. O. Griffith -- Employee Member


G. W. Johnson -- Carrier Member

St. Louis, Missouri
June 6, 1956

