Award No. 16
Docket No. 16

MOP File 380-1400
ORT File 1021-52

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 Agreement between the parties when on Monday, June 9, 1952, at Bergman, Arkansas, it required or permitted Conductor Hemphill to "OS" his train to the Dispatcher and transmit a message of record reporting his work limits for the following day by telephone after the station was closed.

2. Carrier shall compensate Agent-Telegrapher H. L. Pierce at Bergman, Arkansas, for a call of three hours at pro rata for June 9, 1952, for the work to which he was entitled to perform.

OPINION OF BOARD: Claim is here made in behalf of Agent-Telegrapher H. L. Pierce at Bergman, Arkansas, for a call of three hours at pro rata rate for June 9, 1952, it being alleged by the Organization that the said claimant was deprived of work coming within the scope of the effective agreement when the conductor was either required or permitted to "OS" his train and transmit a communication concerning his work limits for the following day.

The Carrier countered with the assertion that the communication from the conductor in question merely concerned work limits for the next day and that it amounted to information which it, the Carrier, did not need since it had already been apprised, and that, in the instant case, no record was made "on sheet" and that none was needed or required in the premises.

As has been previously found by this Board, communications which have historically and traditionally been handled by telegraphers during the days of Morse Code now properly come within the scope of the Telegraphers' Agreement when such messages are transmitted by way of telephone. It is true beyond question that an "OS" concerning a train movement, when made "of record", is work coming within the scope of the agreement and belongs to those covered thereby. The question to be resolved here is whether or not the conductor at the time and under the circumstances here present did, in fact, "OS" his train when he transmitted the communication in question to the dispatcher. If such action was an "OS", it was telegrapher's work and this claim is valid; if not, the claim is without merit.

The evidence of record in this particular case indicates that no record was ever made of the telephone call between the conductor and the dispatcher. The respondent here introduced evidence indicating that, at the time the telephone was used by the conductor, the information given to the dispatcher was already known to him and that he did not need such information and did not make use of it.

On the basis of the record here, therefore, it cannot be found that the use of the telephone was for the purpose of transmitting information of the type that would make such information a matter of record since there existed neither the "requirement of" nor the "need for" making such information a matter of record. The claim here is without merit.

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,

That the Carrier did not violate the effective agreement.

AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 117

Livingston Smith -- Chairman

C. O. Griffith - Employe Member

G. W. Johnson - Carrier Member

St. Louis, Missouri
June 6, 1956