

SPECIAL BOARD OF ADJUSTMENT NO. 305



THE ORDER OF RAILROAD TELEGRAPHERS

vs.

MISSOURI PACIFIC RAILROAD COMPANY
(Southern & Western Districts)

AWARD NO. 30
DOCKET NO. 30
(CASE 2934)

STATEMENT OF CLAIM:

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

1. Carrier violated the scope rule, Rule 1, of the Telegraphers' Agreement when on August 28, 1958, and on each succeeding day, it required employes at Osawatomie to place train orders in a pneumatic tube for delivery to train service employes at a distant location and thus deprived the telegraphers of the work of delivering the orders, which work is reserved to the telegraphers.
2. Carrier violated the Rule 1 of the Telegraphers' Agreement when it declared the telegrapher position at SK Jct. abolished when the work of handling train orders still exists and was merely removed from the former location.
3. Carrier shall now compensate the following telegraphers for eight (8) hours each work day at the pro rata rate of pay and shall pay any other employe adversely affected by this violation.

Following are the employes affected:

H. S. Weissenfluh	1st Trick	SK Jct.
A. P. Hoyt	2nd "	"
#K. L. Walker	3rd "	"
R. A. Talbott	Swing	"
A. E. Crossno	One (1) day week tail end job.	

#Third trick open as of this date and unassigned, allowing the oldest extra man this time."

OPINION OF BOARD:

The claims before us involve the handling and delivery of train orders at Osawatomie, Kansas, by the use of a pneumatic tube system. The facts show that a telegrapher copied the train order from the dispatcher and dispatched them via pneumatic tube operating between the relay office and the yard office, where said train orders were received by the conductor and engine crew. It is contended by the Organization that after the train orders were received by the conductor, the orders were then delivered in one instance by a clerk in an automobile to the head end of the train, and in another instance by a yard engine to the head end. The Organization contends that this constituted a violation of the Telegraphers' Agreement in that the pneumatic tube system used by Carrier resulted in the handling of train orders by persons outside the Scope of the effective Agreement.

Carrier contends that it in no way has violated the provisions of the Scope Rule involved; that the train orders in question were properly received by the telegrapher from the dispatcher; that the telegrapher properly dispatched the train orders by means of a pneumatic tube as required by Carrier, and that under proper instructions the orders were properly received by the train crew members. Carrier further contends that when the train orders were properly placed in the pneumatic tubes by the telegrapher as instructed, that, insofar as the telegrapher is concerned, delivery was complete, and his responsibility for the delivery ceased.

The Carrier, in presenting this case to the Board, relied upon the principles announced in Third Division Awards Nos. 7343 and 8327 as being applicable here.

The Organization further contends that Carrier, by abolishing the telegrapher positions at SK Junction in the Central Kansas Division seniority district, transferred the work of those positions to another seniority district, JN Relay. That by the action of Carrier, transfer of work from SK Junction to the Relay JN Office, located a short distance from the yard office, where the orders were received by train crews, constituted a violation of the Agreement between the parties. The record does not support this contention.

The record shows that Carrier was engaged in a program of modernization of its property at Osawatomie. Prior to the advent of CTC operations, the telegraphers' positions at SK Junction were to operate the manual interlocking system. When CTC was installed, the primary work performed by telegraphers no longer existed and the work of receiving and delivering train orders was reduced to a minimum. As a result of the new and improved operations installed at SK Junction, the telegrapher positions were abolished and the handling of train orders was transferred to Relay JN Office, where operators dispatched train orders by means of a pneumatic tube connected with the yard office, where such train orders were received by the train crews to whom such orders were addressed. There is nothing contained in the record to show that any person, in any shape or form, handled such train orders from the time the JN operator dispatched the train orders via the tube until they were received by the train crew.

The claimants were divested of dominion over and possession of the thing to be delivered, and surrender was complete when, as instructed by proper authority, they placed the train orders in the pneumatic tube for dispatch to the conductor. See Award No. 7343.

FINDINGS: Carrier did not violate the Agreement as alleged, nor are the claims supported by the record here.

AWARD: Claims denied.

SPECIAL BOARD OF ADJUSTMENT NO. 305

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

/s/ R. K. Anthis
R. K. Anthis - Organization Member

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

St. Louis, Missouri
June 3, 1960
File 380-1892