



AWARD NO. 44
DOCKET NO. 44
CASE NO. 2740

SPECIAL BOARD OF ADJUSTMENT NO. 305

THE ORDER OF RAILROAD TELEGRAPHERS
vs.

MISSOURI PACIFIC RAILROAD COMPANY
(Southern & Western Districts)

STATEMENT OF CLAIM:

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

1. Carrier violated the provisions of Mediation Agreement dated July 27, 1953 when it transferred the work of removing communications from printer telegraph machines on Western Union leased printers, checking for errors, marking off on number sheets, preparing RQs (requests for correction) on wires received from Chicago, Pittsburgh, Cleveland, Detroit, Cincinnati, Washington, Philadelphia and 'N' and 'C' Offices New York.
2. Carrier shall now compensate senior extra telegrapher Mrs. O. L. Warren, available (not working), for eight hours at the pro rata rate of \$2.31 for the violation of August 12, 1957 and shall compensate the senior extra telegrapher available (not working) for eight hours at the pro rata rate of \$2.31 or if there should be no extra telegrapher available, then shall compensate the senior employee of 'GM' Office, St. Louis, not working due to assigned rest day, for eight hours at time and one-half rate of his regular assignment, for each and every day commencing on August 13, 1957 and continuing thereafter so long as such printer work is performed by employees not covered by the Telegraphers' Agreement."

OPINION OF BOARD:

These claims are bases upon the contention of the Organization that the Carrier violated the provisions of Mediation Agreement, Case A-4078 ORT, Case A-4098 BRC, signed at St. Louis on July 27, 1953, effective August 15, 1953, when, effective August 12, 1957, it changed the system to be used in handling messages received from off-line offices via TWX and Western Union leased wires on the teletype machines located in "GM" Office, St. Louis.

The record shows that prior to August 12, 1957, telegraphers in the "GM" Office scrutinized messages being received on said machines as the messages were being received, and where errors were discovered in such messages, the telegrapher would ask the sending office to repeat the message because it was either garbled or unintelligible, and when the message was resent and received correctly, the telegrapher tore the message from the machine, after which it was turned over for further handling to the messenger represented by the Brotherhood of Railway Clerks.

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Effective August 12, 1957 a new system was established whereby the messages received from off-line offices on teletype machines via TWX and Western Union leased wires were removed from the machines, checked for errors, marked off on number sheets, and in those cases where errors were discovered, RQs (requests for correction) were prepared. These four items of work were thereafter performed by messengers represented by the Brotherhood of Railway Clerks.

The Organization relied upon the Mediation Agreement effective August 15, 1953 for support of these claims but the Carrier contends that the Agreement in question covered the work of transmission and not the incidental duties here in issue.

After a careful study of the submissions of the parties and the agreement involved, we have concluded that employees represented by The Order of Railroad Telegraphers should continue to tear the messages from the teletype machines connected with off-line offices by TWX and Western Union leased wires, check the messages for errors, and in the event errors are discovered, they will, of course, ask for a rerun as they have heretofore done. We believe this is the only work which these claimants have heretofore performed on these machines under the system which was placed into effect effective August 12, 1957.

Section 1 of the claim should be sustained to the extent as set out in the foregoing Opinion.

Section 2 of the claim is denied in its entirety for the reason that no telegraphers suffered loss in compensation or loss of time, and there is nothing in the record that would support a sustaining award as pertains to this portion of the claim.

FINDINGS: Carrier violated the Mediation Agreement to the extent as set out in the foregoing Opinion.

AWARD

Claim sustained but only to extent as set forth in the Opinion.

SPECIAL BOARD OF ADJUSTMENT NO. 305

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

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

St. Louis, Missouri
June 10, 1960

File 380-1822

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