Award No. 13

Docket No. 13

SPECIAL BOARD OF ADJUSTMENT NO. 553

THE ORDER OF RAILROAD TELEGRAPHERS

SOUTHERN PACIFIC COMPANY (PACIFIC LINES)

ROY R. RAY, Referee

STATEMENT OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on the Southern Pacific (Pacific Lines), that:

1. The Carrier violates the parties' agreement at Imlay and Sparks, Nevada, and Ogden, Utah, when it requires or permits employes not covered by the Telegraphers' Agreement at these station locations to transmit and/or receive messages of record over the telephone.

2. The Carrier shall, because of the violations set out in Item I, above, compensate:

(a) H. M. Matheny, 3rd Telegrapher-PMO-Clerk Imlay, Nevada, for one special call for November 20, 1959.

(b) R. W. Brown, Relief Wire Chief-Telegrapher-PMO-Clerk, Sparks, Nevada, for one special call for November 20, 1959.

(c) R. E. Pechnick, Relief-Wire-Chief Telegrapher-PMO-Clerk, Ogden, Utah, for one special call for November 20, 1959.

3. The Carrier shall, in addition to the foregoing, for each date subsequent to those set forth in Items (a) through (c) above, on which employes not covered by the parties' agreement at the station locations set forth in Item 1 of this Statement of Claim, transmits or receives messages of record over the telephone in the manner herein described, compensate an available regularly assigned telegrapher at Imlay, Sparks and Ogden in accordance with applicable rules."

OPINION OF BOARD:

This claim concerns two separate incidents. On November 20, 1959 the Roundhouse Foreman at Imlay, Nevada telephoned the Assistant

Chief Clerk in the Master Mechanic's office in Ogden, Utah and gave him a report on work performed that day, i.e., that nine cars had been repaired, none left over, and six pairs of wheels had been attached. The Organization also alleges that on the same day a similar telephone report was made by the Roundhouse Foreman at Imlay to a Clerk at Sparks, Nevada. Carrier denies that this latter call was made. At any rate the issue involved is the same.

The Organization contends that the repair report transmitted by the Foreman constituted a communication of record and under the Scope Rule should have been transmitted only by a Telegrapher. It cites many cases which contain general statements concerning the nature of the work encompassed by the Scope Rule but refers to no case with facts similar to that now before the Board.

Carrier says that the telephone conversation in this claim was incidental to the work performed by the Foreman, and that the information supplied as to cars repaired and wheels replaced was for use in compiling a statistical report in the Division Office and that no separate record was kept of it. Carrier further asserts that telephone calls of this nature have been handled in this same manner direct between Roundhouse Foremen and clerical employes for many years from numerous stations over the system.

The information supplied by the Roundhouse Foreman in this case certainly had no immediate or direct effect on the movement of trains, although such cars undoubtedly were later used by the Railroad in its operations. We do not think the telephone

message can be considered a communication of record as that term has been used in Awards of the Third Division merely because it gave some information which was destined for inclusion in a statistical report. Our position here finds support in two recent Awards (Third Division Supplemental) on this property. In Award 12615 the telephone messages reported on cars which needed repairs, the repairs which had been completed and the location of the cars. This was held not to be communications of record. In Award 12618 one of the claims was based on a telephone conversation in which the Roundhouse Foreman advised the Dispatcher that a certain car (number given) was rewheeled and ready to go. The Board said this was not a communication of record and did not relate to movement of trains.

The Organization has presented no proof that in the past this type of telephone message has been transmitted exclusively by Telegraphers. In fact the record indicates the contrary. We consider the claim to be lacking in merit.

FINDING

That Carrier did not violate the Agreement.

AWARD

Claim denied.

SPECIAL BOARD OF ADJUSTMENT NO. 553

Roy R. Ray, Chairman

D. A. Bobo, Employe Member

L. W. Sloan, Carrier Member

San Francisco, California
June 28, 1965