

Award No. 12306

Docket No. TE-13072

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Joseph S. Kane, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island & Pacific Railroad that:

1. Carrier violated the Agreement between the parties when on September 5, 1960, it required or permitted an employe at its Dalhart, Texas Yard Office, not within the scope of said Agreement, to transmit, and the train and engine crew on Train No. 93 to receive, by telephone (radio), main line track authority analogous to a train order.

2. Carrier shall be required to pay to H. E. Castleberry, senior Telegrapher off duty at Dalhart Tower, one call payment; and

3. Carrier shall be required to pay to R. C. Williams, Agent-Telegrapher at Stratford, Texas, a day's pay (8 hours) under the terms of Memorandum No. 27 of the Agreement.

EMPLOYES' STATEMENT OF FACTS: The agreement between the parties, effective August 1, 1947, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

On September 5, 1960, train No. 93, a westbound, second-class train (freight), departed from Liberal, Kansas at 5:30 A.M. with 44 loads, 6 empties, 2300 tons. A train order was delivered to this train at Liberal authorizing train No. 93 to run ahead of train No. 3, a westbound, first-class train (passenger), from Liberal to Dalhart, Texas. This is a Form B(2) train order, as shown in the Uniform Code of Operating Rules, and authorized or permitted train No. 93 to run ahead of train No. 3 over this territory unless delayed. This authority or permission ended at the east switch of the westbound yard lead at Dalhart, i.e., the switch at the juncture of the main track and westbound yard lead at the east end of Dalhart Yard—the usual and normal entrance of westbound trains into Dalhart Yard.

Dalhart, Texas, is a subdivision point on the Carrier's main line between Liberal, Kansas, and Tucumcari, New Mexico, 111 miles west of Liberal and

Instructions as to where to yard a train upon arrival at a yard have never been issued by train orders, but are accomplished in a number of ways and have been for years. Here are a few factual ways this has been and is accomplished:

1. The yardmaster will call the dispatcher and ask him to tell train so and so to head into track so and so when it arrives at the yard. The dispatcher will then tell the crew orally when the crew calls in as to what track the yardmaster wants the train yarded on when it arrives at the yard.

2. Upon arrival at a yard the yardmaster sometimes is there and orally instructs a crew what track to head in as the inbound train slowly pulls by. Switch tenders also do this.

3. Sometimes Switch tenders have the switches all lined for the movement into the track on which the train is to be yarded and nothing is said. Sometimes Switch tenders have only a portion of the movement lined and as the train pulls by will tell the crew "when you get to such and such a place head into track so and so."

4. Some yards have intercoms known as squawk boxes which only require speaking into to have direct conversation with the yardmaster. As trains pull by these a crew asks "where do you want us" and the yardmaster tells them "head into track so and so."

5. Such information is handled by radio—as here.

During handling on the property, the Organization cited 4268 and 4456, but these awards have no application whatsoever.

(Exhibits not reproduced.)

OPINION OF BOARD: On September 5, 1960, train No. 93, westbound (freight) departed from Liberal, Kansas to Dalhart, Texas. A train order was issued giving it authorization to run ahead of train No. 3, also westbound (passenger). This train stopped at the east switch of the westbound yard lead Dalhart Yard, the usual entrance into the yard. The Yard Clerk, on instructions from the Yardmaster, gave instructions to the crew on No. 93 by radio telephone to:

"come down the main line and head in at Welch Crossover."

No. 93 in compliance with these instructions continued down the main line beyond the east switch preparing to cut into the yard at Welch Crossover. While No. 93 was coming down the main line as instructed it collided with yard engine No. 374.

The position of the Claimants was that the transmission of the above information by the Yard Clerk was analogous to a train order.

The Carrier contends that the train movement described herein was that of yarding the train which has been performed by clerks and other classes of employees at this location in the past.

We are of the opinion that the message of the Yard Clerk was not a train order. The Scope Rule of the Agreement doesn't give this work ex-

clusively to the Telegraphers. Furthermore, the record reveals that this work yarding trains by the use of radio has been performed by Yard Clerks, as well as employees belonging to other classes and crafts from the time radio was first used on the property. This contention was not denied in the record by the Claimants.

Thus we are of the opinion that the Agreement was not violated as the communication was in furtherance of yarding train No. 93.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

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 Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 6th day of March, 1964.