

Award No. 15870
Docket No. TE-16240

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Missouri Pacific Railroad (Gulf District), that:

Dispatcher C. C. Terry called operator at Anchorage and told operator on duty to call extra 722 East at Erwinville, Louisiana on wireless telephone (radio) and find out how long he would be at Erwinville so C. C. Terry, Dispatcher, would know whether to let extra 741 West go to Erwinville for extra 722 East. Conductor on extra 722 East said the crew would eat at Erwinville so Dispatcher C. C. Terry let Extra 741 West go to Erwinville, Louisiana.

1. The Carrier violated the Telegraphers' Agreement of March 1, 1952 when it permitted the dispatcher at 5:50 A. M. on December 23, 1964 to elect to obtain information on the movement of said Extra 722 East and Extra 741 West from Anchorage to Erwinville and Erwinville to Anchorage. Since operator on duty did fulfill the command, did constitute moving of more and more trains Extra West, did move to Erwinville and Wireless was used to make this move, constituting this claim.
2. Carrier shall compensate the senior idle telegrapher (extra in preference) for this violation in the amount of eight (8) hours of \$21.68 at \$2.71 per hour for this violation that is contrary to Agreement of March 1, 1952 and Rule 2(c) of said Agreement.

EMPLOYEES' STATEMENT OF FACTS: Anchorage, Louisiana is located on the DeQuincy Division of the Missouri Pacific Railroad, 11 miles west of Baton Rouge, Louisiana. There are two positions under the Agreement at this location — that of agent-telegrapher with assigned hours of 8:00 A. M. to 4:00 P. M., Monday through Saturday; and the position of telegrapher-clerk with assigned hours of 8:00 P. M. to 4:00 A. M., seven days per week. There is a radio base station located at Anchorage.

of Anchorage are far outside radio range of Houston. Erwinville, as stated, is not equipped with radio communication. Thus, had the telegrapher at Erwinville been on duty at the time the information was needed, he could not have readily contacted the train crew.

4. On February 24, 1965, the General Chairman appealed the claim to the General Manager, who declined it, and among other things pointed out that the territory involved is equipped with Centralized Traffic Control, which means that trains move on signal indication, obviating the need for train orders, except Form X (slow orders), none of which was involved here.

5. On March 16, 1965, the General Chairman appealed the claim to the Director of Labor Relations, Carrier's chief operating officer designated to handle such matters. There was nothing in that appeal, or any other, nor has any contention been made orally, that there was any information requested or given with respect to the passing, arrival and/or departure of any train at any point. Nor has there been any contention that the train dispatcher talked to any one other than a telegrapher, nor that any one other than a telegrapher gave any information to the dispatcher.

6. The Director of Labor Relations declined the claim on May 7, 1965. Conference was held a few days later (May 12) and the Union advanced no new argument or basis for claim. On May 24, the Director of Labor Relations affirmed the May 7 decision, which the General Chairman rejected by letter dated September 22, 1965. In that letter, the General Chairman clarified the Union's position by saying, ". . . the claim here was predicated upon the reporting of their trains (sic) by the train service employees." He still did not offer, and the Union never has attempted to offer, any proof that anyone "reported" any train or trains. The Carrier has consistently denied, and still denies, that any such thing happened.

(Exhibits not reproduced.)

OPINION OF BOARD: On March 1, 1952, a dispatcher instructed the telegrapher on duty at Anchorage, Louisiana, to radio Train Extra 722 East at Erwinville, Louisiana, and find out how long such train would remain in Erwinville. The telegrapher radioed the conductor of Extra 722 East, was advised that such train's crew was going to eat in Erwinville before departing, and passed this information on to the dispatcher. The dispatcher, utilizing this information, authorized another train to proceed to Erwinville to meet Extra 722 East there.

The Employees contend that the telegrapher at Anchorage should not have been utilized to obtain by radio the before described information from the conductor at Erwinville. They contend that, because of the provisions of Rule 2(c) of the Agreement, the dispatcher should have used the agent-telegrapher at Erwinville, even though such agent-telegrapher was not on duty at the time in question.

Nothing in Rule 2(c) prohibits the activities related above, assuming, without deciding, that the information imparted by the conductor of Extra 722 East falls within the purview of Rule 2(c), such information was given to a person covered by the Agreement and not to the dispatcher. The claim must be denied. See Award No. 15740 (Kenan).

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 20th day of October 1967.