

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23045
Docket Number CL-22771

George S. Roukis, Referee

PARTIES TO DISPUTE:

{ Brotherhood of Railway, Airline and Steamship Clerks,
{ Freight Handlers, Express and Station Employees
{ St. Louis-San Francisco Railway Company

STATEMENT OF CLAIM: Claim of the System Committee of the Brotherhood
(GL-8713) that:

(Quoting from initial claim letter dated May 9, 1977)

"At 6:15 a.m., March 22, 1977, Brakeman Brigman on Extra 686 South (531 conn) came on the Dispatcher phone at Madill, Oklahoma, and rendered the following OS:

Brigman: This is Extra 686 here at Madill, did you want to talk to the Engineer."

Dispatcher: Yes, I need Engineer Trice."

Trice: This is engineer Trice.

Dispatcher: Trice are you ready to leave there?

Trice: Yes we are.

Account violation of Article 1 and other rules of the Telegrapher's agreement, now allow the Telegrapher whose hours of service converge nearest to the time of the violation at Madill, Oklahoma, an additional two hour call, advising to whom and when payment is being made."

OPINION OF BOARD: In our review of this case we agree with Claimant that the Organization's withdrawal of an ostensibly similar claim (S-2484) and Carrier's reference to the August 10, 1977 Memorandum of Agreement relative to covered communications are irrelevant to this dispute, since the claim withdrawal is not inferentially dispositive of the instant claim or the Memorandum applicable since it was consummated after this claim was initiated. We have carefully reviewed the numerous Awards of Public Law Board's 34 and 405 involving mostly the same parties and the

same type of issue, but find that the fact particulars herein are distinguishable from the other cases.

In this dispute, the critical question posed before this Board is whether or not the location of Train Extra 686 South was first revealed to the Dispatcher at Springfield, Missouri by the Brakeman or the Telegrapher at Sherman, Texas. By itself, the recorded communications between the Brakeman on Train Extra 686 South and the Dispatcher would indicate that the Brakeman improperly reported the train's location in violation of the Telegrapher's Agreement and the holdings of Awards 21 and 64 of Public Law Board would appear to apply. Article 1 of the Telegraphers Agreement specifically reserves the reporting of trains to telegraphers and an Agreement violation would have occurred if the Dispatcher first learned of the train's location from the brakeman. But in this instance, the Dispatcher wanted to know the location of Train Extra 686 and called the Telegrapher at Sherman to obtain this information. He did not call the train directly to receive this information but called the telegrapher first pursuant to the clear requirements of Article I. A crew member of Train Extra 686 did not first call him and note the location of the train, which would have been improper nor was a distant telegrapher directed to determine the train's location.

In Award No. 55 of Public Law Board 405, the Board held that the Telegrapher at Denison, Texas should have been called first, since he was the nearby telegrapher, rather than the Telegrapher at Sherman, Texas to ascertain a train's location, but this case is different from the one before us. We are not concerned with which Telegrapher should have been called.

The record shows that the Dispatcher wanted to know the location of Train Extra 686 so that he could issue train orders and that he properly called the Telegrapher who was further away from the Sherman Telegrapher. Moreover the evidence does not indicate that the Dispatcher made only one call to the Telegrapher to direct him to have the Train's Engineer call him and implicitly ascertain the train's location from this person or another crew member, but that two calls were made from the Dispatcher to the Telegrapher. The first call was to determine the train's location and the second call was to have the Engineer call the Dispatcher. Admittedly, the brakeman, after identifying himself noted the train's location, but this was not the first time that the Dispatcher learned of the Train's location. The Dispatcher was aware of the train's location after the first call and requested the Sherman telegrapher to have the Engineer come on the telephone at Madill to receive the train order. We do not find that he first learned of the train's position from the brakeman. The Dispatcher methodically involved himself with the authorized telegrapher from the beginning of his efforts to locate the train until he issued train order 21 through the Telegrapher at Sherman, Texas.

His actions were consistent with the requirements of Article I and as such does not constitute an Agreement violation. We will deny the claim.

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.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:

A. W. Pauls
Executive Secretary

Dated at Chicago, Illinois, this 14th day of November 1980.