

AWARD NO. 14
DOCKET NO. 14
ORT CASE 3563

SPECIAL BOARD OF ADJUSTMENT NO. 506

THE ORDER OF RAILROAD TELEGRAPHERS
vs.
MISSOURI PACIFIC RAILROAD COMPANY
Roy R. Ray, Referee

STATEMENT OF CLAIM:

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

Claim No. 1

1. The Carrier violated the Telegraphers' Agreement when it permitted Trainmaster Mr. Johnson, at Anchorage, at 9:45 P. M., March 28, 1961 to instruct dispatcher on duty to ring Bridge Tender at Atchafalaya River in order to find out about No. 362 when the Bridge Tender reported that No. 362 went by about 10 or 15 minutes ago. Thus opening a telegraph office at Anchorage Yard and Atchafalaya River Bridge to report this train.
2. The Carrier shall compensate Telegrapher E. J. Richard for 8 hours straight minimum rate for telegraphers for opening the office at Anchorage. And Telegrapher L. J. Bienvenu, for 8 hours straight minimum telegrapher's rate for opening a telegrapher's office at Atchafalaya River Bridge. Both operated by other than a telegrapher not covered by the Telegraphers' Agreement.

Claim No. 2

1. The Carrier violated the Telegraphers' Agreement of March 1, 1952 when it permitted Trainmaster Mr. L. D. Alcorn, on March 21, 1961 at 10:23 P. M. instruct dispatcher to ring Krotz Springs Bridge in order to secure an O. S. from the Bridge Tender. Dispatcher did so ring Krotz ased Bridge Tender if No. 362 had gone by him yet. Bridge Tender answered 'Yes; about 10 or 15 minutes ago.'
2. The Carrier shall compensate telegrapher L. J. Bienvenu 8 hours @ \$2.42½, total \$19.38 which is the minimum telegrapher's rate of pay, for this violation.

OPINION OF BOARD:

The two claims in this case are based upon similar fact situations. On two occasions in March, 1961, the Trainmaster at Anchorage, Louisiana, requested the Train Dispatcher at DeQuincy, Louisiana, to ring the Bridge Tender at Krotz Springs, Louisiana, and find out whether Train No. 362 (a freight train operating from DeQuincy to New Orleans) had gone by there. In each instance the Bridge Tender reported that No. 362 had "gone by about 10 or 15 minutes ago."

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Employees contend that Carrier violated the Agreement by requiring or permitting someone other than a telegrapher to report a train as passing his location at a certain time. They rely upon the Scope Rule and Rule 2(c).

Carrier argues that nothing in the Scope Rule or in any other rule of the Agreement prohibits a Trainmaster from using the telephone to request such information or the Bridge Tender from furnishing it by telephone. It says that this was merely information that the Trainmaster desired in connection with his official duties and the Dispatcher did not request it or take action upon it.

It is well settled that the use of the telephone is not reserved exclusively to the Telegraphers. But under the accepted interpretation of both the Scope Rule and Rule 2(c) reporting trains, except in an emergency, is work that belongs to the Telegraphers. The issue in this case then is whether these were train reports. We think that they were. In each of the claims here involved the Bridge Tender reported the time the train had gone by the Bridge (ten or fifteen minutes before the Dispatcher called). This was information which it was important for the Dispatcher to have in order to move other trains in the vicinity. True it was requested by the Trainmaster but it was given to the Dispatcher. Carrier points out that there is no proof that the Dispatcher made any use of the information. We do not consider this controlling. If this method of obtaining information on the location or passage of trains were sanctioned, it would always be possible for Carrier to evade the Agreement by having the Trainmaster request the information through the Dispatcher who would obtain it without making the request himself.

The only Award cited by either party which is in point here is Award 3812. There the Dispatcher got the reports direct from the Section Foreman. The reports were that a particular train was "just by". Here the reports were "by 10 or 15 minutes ago". While in that case the Dispatcher had asked Claimant to stand by for a call then did not use her, this difference does not warrant a different result. The type of information reported was the same and there was no evidence in that case that Dispatcher made any particular use of the information. We conclude, therefore, that the Agreement was violated when these reports were given by the Bridge Tender.

FINDINGS: That the Agreement was violated.

AWARD

Claims sustained.

SPECIAL BOARD OF ADJUSTMENT NO. 506

/s/ Roy R. Ray
Roy R. Ray - Chairman

/s/ D. A. Bobo
D. A. Bobo - Employee Member

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

St. Louis, Missouri
August 20, 1963
File 279-192