

SPECIAL BOARD OF ADJUSTMENT NO. 186

AWARD NO. 6

Organization's File

R-936

Carrier's File

TE-7-56

STATEMENT OF CLAIM:

"Claim of the General Committee of The Order of Railroad Telegraphers on The Denver and Rio Grande Western Railroad that:

"(1) Carrier violated Rules 1 and 21 of the current Agreement when, effective December 1, 1955, it abolished all the telegrapher positions at the Passenger Station at Grand Junction, Colorado, and transferred the work previously done by telegraphers to employees not under the Telegraphers' Agreement; further by instructing trainmen and/or conductors to seek permission from the dispatcher on duty to depart from Grand Junction and check the messages addressed to them with the dispatcher before being permitted to depart from the Passenger Station at Grand Junction;

"(2) Carrier also violated the terms of the Special Agreement executed between the parties on August 21, 1954, specifically Article V, Carrier's Proposal No. 7, Section 1, Paragraph (a), when Superintendent Coleman failed to specify a reason for denying the claim;

"(3) Carrier shall therefore be required to compensate the senior idle telegrapher on the Grand Junction Division for one day's pay for each and every occasion that the above-described violation takes place, not to exceed three telegrapher days in each 24 hours; this claim to commence December 1, 1955, and continue until this violation is corrected."

FINDINGS: At Grand Junction there were formerly two telegraph offices, one at West Yard or passenger station, and the other at East Yard. Since the construction of the Hump Yard for classifying trains in the East Yard, all freight trains have departed from and tie up there except a few of the freight trains destined for Subdivision 16 where no passenger trains are operated. These few freight trains and all passenger trains depart from the passenger station.

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Except for Subdivision 16, all trains out of Grand Junction are governed by CTC and operated entirely by signal indication and leave Grand Junction without use of train orders or clearance cards.

Following the installation of CTC control, the telegraph office at the passenger station was abolished and a new register office established adjacent to the chief dispatcher's office. There above the register window a separate hook was provided for each train and the conductor, when reporting for duty and registering in for passenger service, first secured any messages which might have been left on the hook. Then he called the dispatcher in the next room by interoffice telephone and checked with him to see that he had received all messages and bulletin orders intended for him before going to his train. A conductor upon registering in for duty on a Subdivision 16 freight train assembled at that yard, obtained his train order and clearance card from his hook where it had been left by the dispatcher from the adjoining room. The Organization asserts that the function of the telegrapher positions of handling messages, orders and reports was transferred to employees of another craft.

The fact that the conductors in either case reported to the dispatcher by use of the telephone to his adjoining office instead of reporting to him in person is immaterial. Thereby they did not receive or transmit verbal train orders or messages or clearance. Such interoffice communication was not use of the telephone in its ordinary sense; it was not in lieu of telegram but in lieu of personal call.

There appear to be two similar questions here involved: one as to usage for freight trains departing on Subdivision 16 and the other as to usage on trains departing under CTC operation. As to the former, does it

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violate the rules of the Telegraphers' Agreement for a dispatcher to deliver train orders and clearance card directly to the conductor by leaving them to be picked up by the conductor or by handing them to him when he registers in on reporting for duty where no telegrapher is employed? As to the latter, under CTC operation where no train orders or clearance cards are required and trains leave on a signal indication, and where no telegrapher is employed, is it in violation of the Telegraphers' Agreement to require the dispatcher, from his adjoining room, to deliver messages and slow orders by leaving them at the register window, then to require the conductor, when he registers in before reporting for duty and going to his train, to check with the dispatcher and confirm the receipt of all messages for him?

Rule 21 is cited by the Organization but it does not prohibit the handling of messages and orders by a dispatcher directly to the conductor from an adjoining office where there is no need for them to be transmitted and where no telegraphers are employed.

A similar situation was involved in Award 6379 where it was complained that train dispatchers had been required to deliver train orders and clearance cards to train crews of passenger trains leaving a terminal and the Board, with the assistance of Referee Kelliher, denied the claim. Under essentially the same situation on this property, claim was denied in Award 6676 and we should not make for confusion by contrary ruling in the absence of most convincing reasons.

The Organization relies strongly on Award 6443, where complaint was made because train movements within yard limits which had previously been operated under train orders and clearance card were permitted to be made upon call by the train crews to the dispatcher for oral authority to use the

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track. It appears that an agent-telegrapher was on duty at other hours and available; that the conductor OS'd his train to the dispatcher and gave him the train consist for recording and that the dispatcher's office was located some 4.4 miles from Rook, where the calls were made for authority to use the track and such was not the situation here.

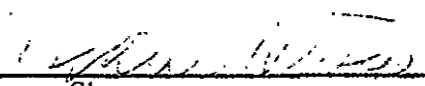
It is further urged that this claim should be sustained for failure of Carrier to comply with the requirements of Article V, Section 1, paragraph (a), which provides that should any claim or grievance be disallowed, the Carrier shall within 60 days from the date the same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance; and that if not so notified, the claim or grievance shall be allowed as presented.

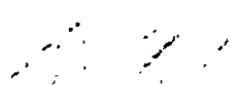
Upon receipt of this claim, the superintendent declined the claim with the statement: "The Carrier does not agree that there is any violation of any article of the current Telegraphers' Agreement," and it is asserted that this is not in compliance with the rule. No awards have been cited to us concerning construction of this rule. The filing of the claim and answer on the local level are but the first steps in handling disputes. Full consideration awaits conference between the General Chairman and the personnel officer, at which time the parties meet for extensive exploration of the grounds for and against the claim. Often in the original filing of the claim no reasons whatever are presented in its support other than asserted violation of rule. Surely it was not intended that the claimant is to be limited to the reasons stated at the time of the initial filing of the claim, and if not, then Carrier cannot be limited to the reasons stated in denying the claim. It cannot give reasons for denying when it does not know what reasons are to be urged to support the claim. If carrier is not

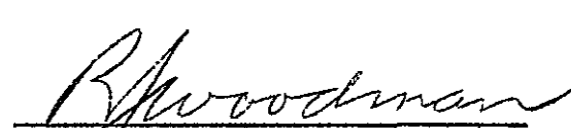
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to be limited to the reasons for disallowance at the time it is first dis-  
allowed, the purpose of requiring the statement of such reasons is obscure and  
we think the rule is so vague and uncertain in its intent and so indefinite  
in its meaning and application-that no detailed statement of reasons is  
required thereunder and that notice for disallowance here given satisfies its  
requirements.

AWARD: Claim denied.

  
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Mortimer Stone  
Chairman, Neutral Member

  
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L. G. Heinlein  
Carrier Member

  
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R. J. Woodman (Dissenting)  
Organization Member

Dated at Denver, Colorado, August 30, 1957.