

**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**  
**(Gulf District)**

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

1. Carrier violated the Telegraphers' Agreement when, on the 11th day of May, 1964, it required and permitted train service employe on No. 141 at or about Leroy, Texas (a blind siding), to receive and copy and otherwise affect the control of Train No. 141 at Waco, Texas, a consist transmitted by the yard personnel at Mart, Texas, by radio.

2. Carrier shall compensate the senior idle telegrapher (extra in preference) 8 hours at the pro rata prevailing telegraphers' rate of pay for this violation.

**EMPLOYEES' STATEMENT OF FACTS:** The issue in this dispute is whether Carrier violated the Agreement when a train service employe on Train No. 141 at or about Leroy, Texas, received and copied a consist transmitted by the yard personnel at Mart, Texas, by radio. The undisputed evidence established that no communication facilities existed at night between Mart, Texas, and Fort Worth, Texas, a distance of 113.6 miles. Leroy, Texas, is located in this area. By letter of June 27, 1964, the Carrier was apprised of the situation that occurred on the 11th day of May, 1964. The telegrapher on duty at Mart at 11:01 P.M. offered a copy of a consist of the pickup at Waco for Train No. 141 to the yardmaster, and the telegrapher was informed that this information had been previously received by the clerks and transmitted to Train No. 141 out on the line by radio. Upon investigation it was determined that on or about 9:00 P.M. the yard clerk at Mart, Texas, contacted the train service employe on Train No. 141 at or near Leroy, Texas, and transmitted the following consist:

"No. 141 adds; at Waco:  
CP 227825 XB Mart  
MP 720146 XLO Sugarland

8. In denying the claim, the Carrier set forth the following reasons for the declination:

- (a) There was nothing to support the contention that such information was actually furnished a train crew member of No. 141 by a yard clerk at Mart by use of the radio. Further, the information allegedly furnished was neither needed nor necessary to effect the pick up off the interchange as the pick up is normal procedure for the train here in question.
- (b) In any event, the list allegedly furnished does not constitute a "consist" even within the meaning of the term as set forth in Award No. 16 previously mentioned because the list did not constitute a "train make-up"; in fact, the cars were not even part of No. 141 at the time the alleged violation occurred.

9. The General Chairman refused to recognize the facts in this dispute, and rejected the Carrier's decision after final conference.

**OPINION OF BOARD:** On May 11, 1964, a yard clerk at Mart, Texas radioed a train service employe on Train No. 141, and recited to him the car numbers and destination of eleven cars Train No. 141 was to pick up at Waco.

The Employes argue that the message transmitted was a "consist", which messages and their communication have been held to be telegraphers' work by Award No. 16, Special Board of Adjustment No. 506 (Ray).

The Board does not agree that the message transmitted was a "consist." It was not an authoritative train make-up, but, rather, an officious statement by a yard clerk of information the crew of Train No. 141 would soon obtain from the switch list and bills placed in a box at the north end of the yard at Waco.

The communication in question is similar to the one which was the basis of the grievance of Award No. 5182. It was not a message of record. The claim must be denied.

**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 employes involved in this dispute are respectively Carrier and Employes 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 21st day of July 1967.

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