

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 23045  
Docket Number CL-22771

George S. Roukis, Referee

PARTIES 'IQ 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: Yea, I need **Engineer** Price."

**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.