



Award No. 15743
Docket No. TE-15394

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Thomas J. Kenan, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

MISSOURI PACIFIC RAILROAD COMPANY

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

1. Carrier violated Scope Rule 1 and Rule 2(c) of the Telegraphers' Agreement when, on the 20th day of November, 1963, it required and permitted Dispatcher W. W. Edmiston to secure a train report on No. 8 as departing from San Antonio, Texas at 9:00 P. M.

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

EMPLOYEES' STATEMENT OF FACTS: On November 20, 1963, Dispatcher W. W. Edmiston, located in Palestine, Texas, contacted the yard office at San Antonio, Texas by telephone and requested information concerning Train No. 8. Yardmaster "Clarence" reported as follows:

"No. 8 departed San Antonio at 9:00 P. M."

MS Office is located at San Antonio and there are telegraphers on duty. This office is on the second floor of the station on the street side opposite the tracks and the telegrapher has to leave his office and go downstairs and check passenger trains that depart. During the time in question, a telegrapher was downstairs performing this duty. The dispatcher needed the information on the departure of No. 8 and called the yard office and received the information on the departure time of Train No. 8 from Yardmaster Clarence. The Carrier alleges in its handling of the claim on the property that the train sheet shows that it was made a matter of record that Train No. 8 departed San Antonio at 9:00 P. M., but contends the OS was made by the telegrapher at San Antonio. One item the Carrier fails to take into account when it makes this analysis of the train sheet is that the dispatcher's line is monitored by telegraphers all over the area who heard the dispatcher receive the train report from the yardmaster that Train No. 8 departed San Antonio at 9:00 P. M.

of 'senior idle telegrapher (extra in pref)' for eight hours' pay at the prevailing telegrapher's rate for November 20, 1963, when it is alleged Carrier violated Rules 1 and 2(c) when dispatcher W. W. Edmiston was permitted to secure a train report on No. 8's departure from San Antonio.

It is noted in presenting this claim that you have not properly identified the claimant involved. Article V, Section 1(a) of the August 21, 1954, Agreement required that claims be presented in writing on behalf of the employee involved: "senior idle telegrapher (extra in pref)" does not meet this requirement. See Third Division Award 11754. Therefore, this claim is barred from consideration account claimant not properly identified in accordance with Article V, Section 1(a) of the August 21, 1954 Agreement.

Without prejudice to Carrier's position expressed in the foregoing paragraph, it is also the Carrier's position that this claim is without agreement support. Contrary to your contention the dispatcher at Palestine did not contact the yardmaster at San Antonio to inquire of the departure time of No. 8 from San Antonio. The dispatcher secured this information from the telegrapher who was on duty at San Antonio at the time of the alleged violation. Your claim that the yardmaster 'reported' Train No. 8 to the dispatcher is unsupported.

In view of the foregoing, claim is barred from consideration for the reason set forth in paragraph two above, in any event the claim is without merit or rule support and is hereby declined.

Yours truly,

/s/ B. W. Smith"

The Employees submitted no evidence to support the claim that the yardmaster did report the departure of No. 8 from San Antonio.

OPINION OF BOARD: The Employees contend that on November 20, 1963 a yardmaster made a train report by telephone to a train dispatcher. The Carrier denies that such occurred. No proof is offered by the Employees to support their contention. This Board cannot consider this disputed matter, wholly unsupported by evidence.

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 no proof was offered to support the claim.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois 21st day of July 1967.