SPECIAL BOARD OF ADJUSTMENT NO. 506

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

STATEMENT OF CLAIM:

"1. The Carrier violated the Telegraphers' Agreement of March 11, 1952 when it permitted a member of the train crew of No. 363 to come on the dispatcher's telephone at 6:26 A.M., January 18, 1962 at Huffman, Texas, a blind siding, and report his train between the siding switches on the main track and was running No. 309 around him through the siding, Rule 2(c).

"2. The above mentioned rule reads that the reporting of trains as in this instance will not be required or permitted yet no action is taken to follow this rule approved by the Carrier agreeing to it.

"3. The Carrier shall compensate the senior idle (extra in preference) for this violation in the amount of eight hours at $2.42¼ per hour. Total $19.38, account opening an office of communication at this blind siding point and operated by a member of a train crew instead of an operator covered by the Agreement."

OPINION OF BOARD:

The claim in this case was filed on behalf of "the senior idle telegrapher, extra in preference." Carrier contends that it is fatally defective and must be dismissed because it does not name the claimant. Carrier relies upon Article V 1(a) of the 1954 National Agreement which reads, "All claims ... must be presented in writing by or on behalf of the employe involved." Carrier argues that this language requires that the employe be named when the claim is presented. This same argument was made by Carrier in Docket 16. For the reasons expressed in our opinion in that award, we hold that Article V 1(a) requires merely that the claimant be easily and clearly identifiable; and that senior idle telegrapher, extra in preference, meets the requirements of Article V 1(a) because Carrier can easily ascertain claimant's identity by reference to its Extra Seniority Roster. The claim is, therefore, properly before the Board for decision on its merits.

Employes allege that Carrier violated Rule 2(c) of the Agreement when it permitted a member of the crew of Train 363 to call dispatcher at 6:26 A.M., January 18, 1962, to report that his train was between the siding switches at Huffman, Texas, and running Train 309 around him through the siding.

The record indicates the following facts: Train 309 was a passenger train and 363 a freight train, both operating from New Orleans to Houston. On the date in question, No. 309 was following No. 363 which was behind schedule. No. 363 was stopped on the main tracks at Huffman, a blind siding, between Beaumont and Houston because of some trouble. No telegrapher is employed there. To avoid delaying 309

unduly, it was run around 363 through the siding.   Later in a telephone conversa-
tion the conductor of 363 told dispatcher what had happened, i. e., that he had
been delayed at Huffman and had run 309 around him through the siding.

      To be a train report the message must indicate the time and point of ar-
rival or departure of the train.   Here information given by the conductor to the
dispatcher did not indicate the time of arrival or departure of either train 363
or 309.   At the time of the conversation the incident had already taken place.   The
information supplied by the conductor was not requested by the dispatcher, and
there is no evidence to indicate that it was pf any use to him in the movement of
trains.   Operating Rule F requires employes to report any unusual incident and
this is what the conductor did in this case.   In our judgement the message cannot
be classed as a train report and Employes have, therefore, failed to establish any
violation of Rule 2(c).

      FINDINGS: That Carrier did not violate the Agreement.

<div style="text-align:center">AWARD</div>

Claim denied.

<div style="text-align:center">SPECIAL BOARD OF ADJUSTMENT NO. 506</div>

<div style="text-align:center">
/s/ Roy R. Ray
Roy R. Ray - Chairman
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/s/ D. A. Bobo   /s/ G. W. Johnson
   D. A. Bobo - Employe Member   G. W. Johnson - Carrier Member

St. Louis, Missouri
August 20, 1963
File 279-292

September 9, 1963