

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Pennsylvania Railroad, that the Carrier violated the terms of the Telegraphers' Agreement effective May 16, 1943, when on February 7, 1949 to 11th, it blanked the Agency Station at Bay View-Cobbs, Va., covered by Part I of the Agreement. Therefore, C. A. Nottingham, sub-agent, qualified and not used on the above dates at Bay View-Cobbs, shall be compensated any loss of earnings suffered as a result.

EMPLOYES' STATEMENT OF FACTS: S. C. Churn, the regularly assigned Agent, Bay View-Cobbs, was used on a special assignment February 7 through 11th, incl., a total of five (5) days.

Assigned daily except Sunday, rate of pay \$246.05 per month, he performs the following tour of duty:

Bay View, Va.8:00 A.M. to 12:00 Noon
Cobbs, Va.1:00 P.M. to 5:00 P.M.

During the period in question, February 7 to 22th incl., Agent Churn was paid the rate of his position, which was not filled during his absence.

POSITION OF EMPLOYES: There is an Agreement in effect between the parties, Rules and Rates of Pay effective as of May 16, 1943, (with adjustments to be added). This Agreement is divided into two Parts, Part I of which governs in this case.

Bay View-Cobbs, Va., is an Agency Station on the Delmarva Division, and shown in the Wage Scale, Part I, of the Agreement, with a rate of \$246.05 per month. Bay View-Cobbs agency is a six (6) day per week position, with a tour of duty at Bay View 8:00 A.M. to 12:00 Noon; Cobbs, 1:00 P.M. to 5:00 P.M., the Agent thus performing eight (8) hours service between the two stations. This method of one agent performing service at two stations has been in effect at this point for many years, and was accepted by the Committee on May 1, 1938, when Agents were made subject to representation.

It was the desire of the Management to use the incumbent Agent at Bay View-Cobbs for special duty assignment from February 7 to 11th, 1949. With his removal from Bay View-Cobbs for this Special assignment, the

the Carrier conditions of employment and obligations with reference thereto not agreed upon by the parties to this dispute. The Board has no jurisdiction or authority to take any such action.

CONCLUSION

The Carrier has shown that the Employes contention that the Carrier violated the Scope Rule of the applicable Agent's Agreement when it did not assign Claimant to the Agent's position at Bay View-Cobbs, Virginia, during the period February 7 to 11, 1949, is not supported by the language of the Scope Rule or the past decisions of this Honorable Board.

It is, therefore, respectfully submitted that the claim is without foundation in the applicable Agreement and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The regularly assigned agent at Bay View and Cobbs, Virginia, was directed to take a course of training in public relations lasting for five days from February 7th through February 11th, 1949. During that period he was paid the regular rate of his position which was a six-day position and the stations were closed.

There is no evidence of record to show that anyone else performed any of the work or duties of the agent's position during that time. Hence there is no violation of the Scope Rule in the Carrier's failure to fill the agent's position for such time.

It is admitted that there is no rule in the Agreement specifically prohibiting the blanking of a position and it is clear from our awards that the blanking of six-day positions, because of the absence of the regularly assigned employe, is not in itself a violation of the Agreement in the absence of a specific prohibition therein. Hence there is no merit in this claim.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

The Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 17th day of October, 1951.