

Award No. 7825

Docket No. TE-7180

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

A. Langley Coffey, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Wabash Railroad, that:

1. The Carrier violated the terms of the agreement between the parties when at Gary, Indiana, on August 21, 22, 23, 24, 27, 29, 30, 31, September 4 to 14, 1951, inclusive, it required or permitted employees who are not covered by the said agreement to perform block operator duties, handle communications of record and perform "OS" work (report trains) which are made a matter of record on the train dispatcher's train sheet.

2. In consequence thereof, the Carrier shall pay a "call" under the provisions of Rule 5 to the occupant of the position of Agent-Telegrapher at Gary, Indiana, on each of the dates listed in Paragraph 1 and on all subsequent dates that the violation takes place.

EMPLOYEES' STATEMENT OF FACTS: An agreement bearing effective date of November 1, 1946, as amended, is in effect between the parties, hereinafter referred to as the Telegraphers' Agreement.

Gary, Indiana is a station on the Chicago Terminal Division and it is the terminating point for Train No. 51 and certain freight trains which are involved in this dispute.

There is employed at Gary, Indiana, an agent-telegrapher, hours 6:00 A. M. to 3:00 P. M., with one hour for lunch, and a clerk, hours 11:00 A. M. to 8:00 P. M. with one hour for meal.

Commencing on August 21, 1951, the Organization was able to secure documentary evidence that there were violations taking place at Gary, Indiana at a time that the agent-telegrapher at that station was not on duty. Claims were made asking the Carrier to correct conditions at this point and, during conferences and exchanges of correspondence since that time, it was fully expected that the Carrier would correct them; however, during the month of June, 1954 at a conference between the parties the Carrier finally denied the claim.

The violation complained about involves the matter of the clerk, who remains on duty after the agent-telegrapher is off duty, handling communica-

the dates specified in the Employees' ex parte Statement of Claim, and, accordingly, that part of Claim No. 2 relative to alleged claims for subsequent dates pertains to hypothetical, non-existent claims on behalf of unnamed individuals which have been made by an employe or handled in the usual way on the property, and are not properly before or subject to a decision by this Board.

The contentions of the Committee should be dismissed and the claims denied.

(Exhibits not reproduced.)

OPINION OF BOARD: This is a claim that the Carrier violates the Telegraphers' Agreement when it requires a clerk, in accordance with practice of more than 15 years, to telephone the conductor's "tie-up" report on trains tying up at Gary, to the telegrapher at Tolleston for transmission to the offices concerned.

Gary is neither a block station nor an "OS" point. Train operation in this territory is governed by a Manual Block System. Gary and Tolleston are offices within the city of Gary and both are within the Gary Yard and terminal limits.

Claim on behalf of occupant of the Agent-telegrapher position for a "call" on each date claimed and for each subsequent date when the work is handled in the manner as shown by the record is not valid.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties to this dispute waived oral hearing thereon;

That the Carrier and Employe involved in this dispute are respectively carrier and employe 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: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 23rd day of April, 1957.