

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Norris C. Bakke, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

GRAND TRUNK WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Grand Trunk Western Railway, that:

1. Carrier violated the agreement between the parties hereto when on June 16, 1955, it required or permitted a train service employe, not covered by Telegraphers' Agreement, to handle (receive, copy and deliver) train order No. 221, at Pewamo, Michigan.
2. Carrier shall compensate senior idle telegrapher (extra in preference) for one day (8 hours) at the minimum telegraphers' rate on the Detroit Division seniority roster.

EMPLOYES' STATEMENT OF FACTS: There is in full force and effect a collective bargaining agreement between the Grand Trunk Western Railway, hereinafter referred to as Carrier or Management, and The Order of Railroad Telegraphers, hereinafter referred to as Employes or Telegraphers. The Agreement was effective July 6, 1951 and has been amended. The Agreement with all amendments is on file with this Division and is by reference included herewith as though set out herein word for word.

This dispute was handled on the property in the usual manner through the highest officer designated to handle such disputes and failed of adjustment. The dispute having failed of adjustment and involving interpretation of the collective bargaining agreement, is submitted to this Board under the provisions of the Railway Labor Act as amended. The Board has jurisdiction of the parties and the subject matter under the provisions of such Act.

This dispute involves the handling of a train order by a train service employe at a point where telegraphers are not regularly employed. Actually the dispute does not involve the question as to whether the agreement was violated but only the question of the amount of compensation to be paid account the violation.

"TIME LIMIT ON TIME CLAIMS AND APPEALS**Rule 30**

Claims for compensation must be made by the employes within thirty (30) days of date on which service is performed.

When time is claimed in writing and not allowed, the employe will be notified in writing at once and objections stated.

All appeals from decisions as to the application of any of the rules of this Agreement must be made by the employe or employes concerned, within thirty (30) days from date of last decision. All further appeals must be filed within thirty (30) days from the last decision."

It will be noted that any claim for compensation must be made by the employe. The Carrier, while not disputing the right of the representative Organization to progress claims on behalf of an individual employe, wishes to point out that Rule 30 prescribes that claims must be made by the employes and such limitation precludes the organization from progressing a claim in behalf of an abstraction such as "senior idle telegrapher extra in preference". This could be anybody or nobody. As a matter of record on June 16, 1955 there were no idle extra employes. All employes on the extra list were working, except one who was laying off. While the matter of improper claims under Rule 30 was not raised by the Carrier in the progression of this particular case, the Organization has previously been put on notice by the Carrier that such claims are barred under Rule 30. See Carrier's Exhibit No. 1, copy of letter dated September 24, 1954, giving notice to the Organization.

All data contained herein have in substance been presented to the employes and are part of the question in dispute.

This claim has been handled on the property and has been declined by the highest designated officer to handle claims and grievances.

(Exhibits not Reproduced.)

OPINION OF BOARD: The claim, as is noted, has reference to train order No. 221. The record shows that the claim based on that number was paid. The claim now before us, i. e., No. 226, which did arise at Pewamo, Michigan, was not raised on the property, hence not in line for progression to this Board.

Employes stated below "The sole issue and the only one which will be discussed by Employes is whether the compensation payable for the violation is for two hours at the time and one-half rate, or eight hours at the pro rata rate." See Award 8037. Consequently, the claim is dismissed without prejudice.

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

That the claim should be dismissed in accordance with the Opinion.

AWARD

Claim dismissed without prejudice.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 25th day of June, 1959.