

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Richard F. Mitchell, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

CHICAGO, ROCK ISLAND & PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago, Rock Island and Pacific Railroad that:

(1) The Carrier violates the provisions of the agreement between the parties hereto when, on February 6 to 11, 1956, inclusive, it permitted Mrs. Betty Leone Davidson, a non-employee, to perform printer-teletype work for eight hours daily in its Des Moines, Iowa, Relay office;

(2) Carrier shall now be required to pay to the senior idle telegrapher, in its Relay Division, a day's pay of eight hours at \$2.154 per hour, for each day of violation.

EMPLOYES' STATEMENT OF FACTS: There is in evidence between the parties hereto an agreement bearing an effective date of August 1, 1947 as to rules and working conditions, and of November 1, 1955 as to rates of pay, all applicable provisions of which, as amended, are hereby invoked. Such rules or provisions which apply in this dispute will be quoted as Employees' Statement of Position is developed.

Carrier maintains one of its thirteen Relay offices at Des Moines, Iowa, staffed as follows:

Position	Assigned Hours	Work Week	Rest Days
Manager	8 a.m. to 4 p.m.	Monday thru Saturday	Sunday
Night Chief	4 p.m. to 12 m.	Wednesday thru Sunday	Monday-Tuesday
Late Night Chief	12 mid. to 8 a.m.	Sunday thru Thursday	Friday-Saturday
Traffic Chief . . .	8 a.m. to 4 p.m.	Monday thru Friday	Saturday-Sunday
Relief Wire Chief	—Various	Friday thru Tuesday	Wednesday-Thursday
Morse Operator .	9 a.m. to 5 p.m.	Monday thru Friday	Saturday-Sunday
Morse Operator .	10 a.m. to 6 p.m.	Monday thru Friday	Saturday-Sunday
Printer Operator	10 a.m. to 6 p.m.	Monday thru Friday	Saturday-Sunday

impossible to get Mr. Snodgrass to Des Moines to perform this work, inasmuch as he completed his duties at Fort Worth at 7 P. M. on Friday, February 10, 1956.

On February 11, 1956, extra printer-operator Meliza was released at El Reno, where he had filled in due to a death in the family of Operator McDougall. Meliza was transferred to Des Moines to protect Mrs. Smith's vacancy commencing February 13, 1956 and Mrs. Davidson was released.

Inasmuch as no qualified printer-operator was available for service at Des Moines, on the days in question, the Carrier, in order to protect its service, temporarily employed Mrs. Davidson. The claim is without merit and should be denied.

It is hereby affirmed that all of the foregoing is, in substance, known to the organization's representatives and by this reference is made a part hereof.

(Exhibits not reproduced.)

OPINION OF BOARD: On Monday January 30, 1956, Barbara J. Smith, the regularly assigned "Printer Operator" in the Relay office of the Carrier at Des Moines, was absent due to illness. During the first week of her absence, the temporary vacancy was filled by using other employees in the office on their respective rest days, no extra printer operators being available.

During the second week, the Carrier used a Mrs. Davidson to fill the vacancy. Mrs. Davidson was not an employee of the Carrier. She did not hold seniority in any capacity, and never at any time completed an application for employment with the Carrier. At the end of her one week of work, she returned from whence she came.

Beginning on Monday, February 13, the third week of the vacancy, the Carrier filled the position using an extra Printer Operator, a bona fide employee with seniority under the Telegraphers Agreement.

The Organization filed a claim for the senior idle telegrapher, in its relay division, a day's pay for eight hours, for each day of the violation.

There is little question but there was a violation of the Agreement, and the case is not seriously argued on the merits in the submission by the Carrier, but many alleged procedural defects are raised.

Carrier argued that under the mandatory provision of Article V Section 1(a) the Organization was obligated to file this claim in the name of a specific Claimant.

The claim in this case was filed in the name of the senior "idle telegrapher in its relay Division." On April 26, 1956, the General Chairman wrote the Manager of Personnel, listing the names of the Claimants. This very question has been before this Division on many occasions. We quote from a few of the Awards.

Award — 9333:

“ . . . Carrier maintains that we are precluded from considering the merits and that the claim must be dismissed since it failed to name the Claimants and therefore is not in compliance with the requirements of Article V, Section 1 (a) of the 1954 National Agreement. This contention was not raised on the property and in any event, in this Referee's opinion, lacks merit since the identity of each of the claimants, though not specifically mentioned, is readily ascertainable. See Awards 8526 and 9248.”

Award — 9248 had this to say — quote:

“At the outset the Carrier contends we ought to dismiss this claim because, it argues, the claims is for an unnamed Claimant and therefore does not meet the requirements of the time limit rule in the Agreement. The time limit rule provides, among other things, that all claims or grievances must be presented in writing by or on behalf of the employe involved, and that the initial claim in this case did not name a particular Claimant. This procedural matter has been raised in a great number of decided cases. Some decisions hold that the claimants must be specifically named, while others hold that the claimants need not be specifically named so long as they are easily and clearly identifiable. We think this latter view more properly effectuates the spirit and intent of collectively bargained agreements as well as the purposes of the Railway Labor Act, as amended. We believe the Carrier's contention that this claim is not sufficiently specific to be considered is without merit.”

In the case before us the names of the Claimants were furnished, and beside that, they were easily available to the Carrier.

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 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 there was a violation of the Agreement.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 19th day of April 1962.