

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Levi M. Hall, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

CHICAGO GREAT WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Chicago Great Western Railway that:

1. Carrier violated the Agreement between the parties when on September 24, 1956 it required or permitted a Supervisory Agent at Sycamore, Illinois and a Train Conductor at Fox River, Illinois to perform telegrapher's work.

2. Carrier shall now compensate: (a) D. J. Snyder, Agent, Sycamore, in the amount of one day's pay (8 hours) in addition to his regular pay account being required to perform telegrapher's work; (b) C. W. Finch, Telegrapher-Clerk, Sycamore, in the amount of a two-hour call because of the Agent performing his work; (c) F. E. Anderson, senior idle employe on the division, in the amount of a day's pay (8 hours) because of the conductor performing telegrapher's work at Fox River.

EMPLOYEES' STATEMENT OF FACTS: The Agreements between the parties are available to your Board and by this reference are made a part hereof.

Sycamore, Illinois is a station on the Illinois Division of this Carrier's lines. At this station there is a position of Agent covered by Addendum No. 2 of the Agreement, listed in Group 2 of that Addendum which also enumerates the rules not applicable to this position; there is also a position of Telegrapher-Clerk which is subject to all the rules of the Agreement with assigned hours 7:45 A.M. to 4:45 P.M. (one hour meal period), assigned rest days Sunday and Monday, position not represented on Sundays, and relieved by a regular relief position on Mondays. At the time cause for this claim arose, D. J. Snyder was the occupant of the position of Agent, F. E. Anderson of the position of Telegrapher-Clerk, and C. W. Finch of the regular relief position. Inasmuch as September 24, 1956 occurred on Monday, Finch was working the position of Telegrapher-Clerk as a part of his regular relief assignment. F. E. Anderson was idle on his rest day.

In view of the record in this case and the absence of supporting rules we respectfully request that claim be denied.

Carrier's Exhibit "A" is made a part hereof as if fully set forth herein.

Carrier affirms that all data in support of its position has been presented to the other party and made a part of this particular question in dispute.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants, herein, contend that on September 24, 1956, the Supervisory Agent at Sycamore, Illinois, received a telephone or radio message from a Train Conductor of a train leaving Fox River, Illinois; that the Supervisory Agent at Sycamore transmitted this message in turn to a train dispatcher who thereafter issued train orders to trains affected; it is the contention of Claimant that the Carrier violated their effective Agreement when it required or permitted the Train Conductor and the Supervisory Agent to perform telegrapher's work. That there has been any violation of the Agreement is denied by the Carrier.

There is no rule in the Agreement which prohibits conductors from conducting radio conversations with Supervisory Agents of the nature alleged by Claimant in the Record nor is there any rule which prohibits Supervisory Agents from conducting telephone conversations with Train Dispatchers of the nature therein alleged.

The questions presented to us by this appeal have been before this Board on several prior occasions between these same parties and on the same property. They have been determined adversely to Claimants' position here and support the Carrier. See Award 10535 — Ables; Award 10872 — Hall; Award 10954 — Dolnick. We can see no reason for disturbing the precedent established by these awards and they are controlling here.

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 Employees involved in this dispute are respectively Carrier and Employees 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 has not been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 9th day of October 1963.