

Award No. 13361
Docket No. TE-13445

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

READING COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Reading Company, that Carrier violated the terms of the parties' Agreement when and because it required or permitted employes not covered thereunder to handle train orders at Doylestown, Pennsylvania, as follows:

1. (a) On January 20, February 16 (twice), 17, and March 22, 1961; outside of the hours of the Agent-Telegrapher assigned to the position so classified at Doylestown.
- (b) As a consequence of the violations cited, Carrier shall now be required to compensate Mr. L. Smith, occupant of the Agent-Telegrapher position at Doylestown, a "call" (three hours' pay) for each instance specified above.
2. (a) On April 17 and May 8, 1961; during a period of the day when the train order office at Doylestown was unmanned.
- (b) As a consequence thereof, Carrier shall now be required to compensate each, R. A. Edelman — for April 17th, and L. H. Grim — for May 8th, in the amount of a day's pay (eight hours).

EMPLOYES' STATEMENT OF FACTS: Doylestown, Pennsylvania, is the terminus station on a spur line designated as the Doylestown Branch. It is a one-man station at which an employe, Mr. L. Smith, classified as Agent-Telegrapher, is employed.

Mr. Smith is assigned as follows: 5:20 A. M. to 11:00 A. M. to station work, such as "sale of tickets, handling baggage, train orders, etc." (Quote taken from page 246 of Carrier's Time Table No. 15, under Special Instructions for Doylestown); lunch from 11:00 A. M. to 12:00 N.; then 1:00 P. M.

it, by its terms, restrict the rights of the Carrier. Carrier submits that Article 34 is a specific rule with respect to the handling of train orders and maintains, as pointed out hereinbefore, that it does not support the claim of the Organization with respect to the handling of train orders.

Under all the facts and circumstances present in this docket, Carrier submits that there has been no violation of any rules of its agreement with the Telegraphers' Organization and maintains that the claim of the Organization should be denied in its entirety.

OPINION OF BOARD: An operator at an adjacent station forwarded train orders to train service employes at Doylestown, Pennsylvania. There was an operator assigned at Doylestown but not on duty. This issue has been settled by Awards 10435, 10699, 11163 and 11298.

Part 1 of the Claim is sustained.

Part 2 of the Claim is the same except that the payment request is in favor of the two extra men named rather than the occupant of the Agent-Telegrapher position at Doylestown. The Agent-Telegrapher was on duty elsewhere at the time of the handling of these train orders.

Although the Agent-Telegrapher was on duty elsewhere, we find that the Agreement was violated. However we can find no proper basis upon which we can justify a penalty in behalf of the Claimants. We can find no rule or authority which allows a sustaining award for these Claimants.

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 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 was violated.

AWARD

Part 1 of Claim sustained.

Part 2 of Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of February 1965.