

Award No. 13391
Docket No. TE-12642

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION
(Supplemental)

Arnold Zack, 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 Lines (Reading Company) that:

1. The Reading Company violated the Agreement between the parties when and because it permits or requires train service employees to copy and handle train orders at Emmaus, Pennsylvania, outside the assigned hours of the agent-telegrapher.

2. In consequence thereof the Reading Company shall be required to pay a "call" (Article 34 of the Telegraphers' Agreement) to the incumbent of the agent-telegrapher position at Emmaus, Pennsylvania, Mr. Charles Radcliffe, for each violation listed herein.

EMPLOYES' STATEMENT OF FACTS: 1. There is in full force and effect collective bargaining Agreement entered into by and between Reading Company; Philadelphia, Reading & Pottsville Telegraph Company, hereinafter referred to as Carrier or Management, and The Order of Railroad Telegraphers, hereinafter referred to as Employees or Telegraphers. The Agreement was effective September 1, 1946, as corrected September 1, 1951. The Agreement is, by reference, made a part of this submission as though set out herein word for word.

2. The dispute submitted herein was handled on the property in the usual manner through the highest officer designated by the Carrier to handle such disputes and failed of adjustment. This Board has jurisdiction of the parties and the subject matter under the provisions of the Railway Labor Act, as amended.

3. This dispute concerns application of Article 34 of the Agreement between the parties, which provides:

In the claim that it has submitted to the Third Division, National Railroad Adjustment Board, the Organization, in part 1 of its claim, alleges a violation of the agreement because train service employees copy and handle train orders outside the assigned hours of the agent-telegrapher. However, Carrier desires to point out that the Train Order record book clearly indicates that the agent-telegrapher at Alburdis handled the train orders on both December 18 and 28, and Carrier maintains that there was, therefore, no violation of Article 34 of the collective bargaining agreement for reasons set out hereinbefore. In part 2 of its claim, the Organization demands that a "call" be paid the named claimant for "each violation listed herein". Since the Organization lists no dates of violations or specific violations in its Statement of Claim, Carrier insists that this part of the claim is vague and indefinite and should not be considered by the Board.

Under all the facts and circumstances present in this docket, Carrier respectfully 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: The facts, contentions of the parties, and reasoning of the Board in this case are so similar to those presented in Award No. 13390 as to make unnecessary a repetition herein. Reference thereto suffices.

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

Claim sustained to the extent indicated in the Opinion.

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.