

Award No. 13509
Docket No. TE-13661

NATIONAL RAILROAD **ADJUSTMENT** BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Wabash Railroad, that:

1. Carrier violated the parties' Agreement when on Wednesday, October 4, 1961 it required or permitted D. O. Ritchie, **Signal** Supervisor, an **employee** not covered by said Agreement to perform the work of a telegrapher by transmitting a message of record by telephone **at** Riverside, Indiana after the Agent was off duty.
2. Carrier shall, **because** of the violation **set** out in paragraph one (1) hereof *compensate* S. O. Drew, Agent, Attica, Indiana a **call** **as** prescribed by Rule 5 of the **parties'** Agreement.

EMPLOYEES' STATEMENT OF FACTS: There **is** in evidence **an** Agreement by and between the parties hereto, **effective** September 1, 1955, and as amended.

A part of the amended Agreement is a Memorandum of Agreement: executed on November 11, 1960, whereby under the conditions set out in said Memorandum the Agent at Attica, Indiana, travels to and *performs* **all** of **the** covered work at Riverside and Westpoint, Indiana.

S. P. Drew (erroneously referred to **as** S. O. Drew in paragraph two (2) Statement of Claim), hereinafter referred to **as** Claimant, is the **regularly** assigned Agent at Attica, Indiana. His assigned hours are: **6:50 A. M.** to **3:50 P. M.**, one hour meal period. His work week is Monday through Saturday, Sunday being his rest day. Included within the hours of **his** bulletined assignment is a one (1) hour period, 10:00 A.M. to **11:00 A.M.**, during which he **works** at **Westpoint**. No regular hours are **assigned** at Riverside. The claimant protects the Riverside work in accordance **with** the requirements for **service** at this station location. All travel time between Attica, Westpoint, and Riverside is considered as time worked.

in the form of a "call" in accordance with Rule 5 of the telegraphers agreement. It is **not** incumbent upon the Carrier's **representative** to carry the case forward and **assume** the burden of perfecting the Committee's handling.

The claim should be dismissed, and if not dismissed, denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The **first issue** to determine is if the Board has **jurisdiction** if no conference **was** held on the property. A conference was requested and the Carrier agreed to hold the conference at any mutually convenient **time**. There was no action taken by either party thereafter.

We believe that the weight of *authority* **holds** that a conference on the property is mandatory and necessary to require **jurisdiction** of this Board. We concur with that line of authorities.

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 does not have jurisdiction over the dispute involved herein.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: **S. H. Schulty**
Executive **Secretary**

Dated at Chicago, Illinois, this 29th day **of** April 1965.