

Award No. 14823
Docket No. TE-11922

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

GRAND TRUNK WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Grand Trunk Western Railroad that:

1. The Carrier violated the Agreement between the parties when it failed to assign an employe covered by the Agreement to fill the Supervisory Agent's position at South Bend, Indiana during the vacation absence of the regular incumbent from June 22 to July 11, 1959, inclusive.

2. The Carrier shall now be required to pay the following employes who were available to fill said position a day's pay at the punitive rate for each of the dates each was available, viz.

D. R. Yoder — June 23, 24, 30, July 1, 7, 8, 1958
N. E. West — June 26, 27, July 3, 4, 10, 11
E. E. Cash — June 22, 29, July 6.

EMPLOYEES' STATEMENT OF FACTS: South Bend, Indiana agency is a so-called supervisory agent's position listed in the current Telegraphers' Agreement, effective November 1, 1955 (which, by reference, is made a part of this submission), as follows:

Station	Position	Rate Per Month
South Bend	*Agent	\$476.65

The rate of pay has since been increased to \$568.44 per month. The asterisk (*) symbol denotes Supervisory Agent and such agents are subject to all rules of Agreements in effect between the parties as set forth in Rule 27, providing as follows:

"(a) Supervisory Agents will be designated as such in the Wage Table and will have no assigned hours. Except as provided in paragraph (b) of this Rule, their monthly rates will compensate for all services rendered. The straight time hourly rate shall be determined by dividing the monthly rate by 211.

The Chief Clerk, Warehouse Foreman and Chief Yard Clerk are section heads, and as such do not require the close supervision of the Agent as to the performance of their duties. Upon occasion the Agent's duties require him to be absent from his office or even absent from the city, and the agency is so organized that it can function in the Agent's absence for all ordinary purposes. Existing regulations permit the Chief Clerk to sign necessary papers in the Agent's name. Matters that must be handled personally by the Agent can be and are deferred until his return to the office.

In large Agencies, such as South Bend, which are manned by a specialized staff, even the average Relief Agent is of little use. None of the claimants had the experience that would qualify them to supervise the South Bend staff.

OPINION OF BOARD: For reasons stated in Award 14821 we hold that the Agreement was not violated.

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 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 the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of October 1966.