



Award No. 15583
Docket No. TE-14288

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly 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 December 2, 1961, it required or permitted the Section Foreman headquartered at Sheridan, Missouri, a person not covered by the Agreement, to handle (receive, copy and deliver) lineup of trains at a time the Agent-Telegrapher was not on duty, then failed and refused to compensate Agent-Telegrapher H. I. Dunn for a call.

2. Carrier shall compensate Agent-Telegrapher H. I. Dunn in the amount of a call allowance of two hours' pay at the time and one-half rate for December 2, 1961.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective June 1, 1948 (reprinted May 1, 1958), as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Sheridan, Missouri is a one-man station. The position at Sheridan is classified Agent-Telegrapher. The assigned hours of the position are 8:00 A.M. to 5:00 P.M. (one hour for lunch), Monday through Friday. The rest days are Saturday and Sunday, on which days the station is closed. H. I. Dunn is the regularly assigned Agent-Telegrapher at Sheridan.

On Saturday, December 2, 1961, the Section Foreman at Sheridan handled (received, copied and delivered) a lineup of trains, copying same for the Train Dispatcher on the Train Dispatcher's telephone. The Section Foreman required the lineup so that he could move from Sheridan northward towards Diagonal, Iowa, to repair a broken rail reported by Train No. 5 that day. The lineup copied by the Section Foreman at Sheridan reads as follows:

OPINION OF BOARD: This case can properly be disposed of by quoting what we said in our Award No. 11486 (Hall):

“The Petitioner has completely failed to furnish any factual proof of any violation of the Agreement. It naturally follows that any effort on our part to determine the rights of the subject parties would be a futile one. For the foregoing reason the claim must be dismissed.”

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 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 dismissed.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 26th day of May 1967.