



Award No. 15584
Docket No. TE-15933

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Daniel House, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

CHICAGO GREAT WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Chicago Great Western Railway, that:

1. Carrier violated the Agreement between the parties when on April 11, 18 and May 9, 1964, it required or permitted the Section Foreman at Sheridan, Missouri to handle lineup for himself.

2. Because of these violations Carrier shall compensate H. I. Dunn, Agent-Telegrapher at Sheridan, Missouri, in the amount of a call for each day, April 11, 18 and May 9, 1964.

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 meal), Monday through Friday. The rest days are Saturday and Sunday, on which days the station is closed, except for service on a call basis as required. H. I. Dunn is the regularly assigned Agent-Telegrapher at Sheridan.

There is a section gang headquartered at Sheridan which works full days Monday through Friday, and at time of claim, part time on Saturday to patrol track. It is the duty of the Agent-Telegrapher at Sheridan (as well as at all other stations where section gangs are headquartered), and the Agent-Telegrapher regularly handles lineup for the Section Foreman at all times requirement of lineup arises, which is at least once each day that the section gang works.

Prior to April 11, 1964 (a Saturday), the Agent-Telegrapher at Sheridan (Claimant H. I. Dunn) worked a call each Saturday to handle lineup for the Section Foreman. However, on April 11, 18 and May 9, 1964 (Claimant handled

The Organization is not attempting to deceive either you or the Adjustment Board. Rather, our case is based on the facts coupled with the governing rules of the Agreement.

Yours truly,

/s/ L. M. Kingsbury
General Chairman"

OPINION OF BOARD: The record in this case is not significantly different from that in Award No. 15583. Our decision will be the same.

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 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.