



Award No. 15658
Docket No. TE-13423

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nicholas H. Zumas, Referee

PARTIES TO DISPUTE:

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

NORFOLK AND WESTERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Norfolk & Western Railway, that:

1. Carrier violated Rule 1 (Scope Rule) of the Telegraphers' Agreement by purporting to abolish the position of Operator and Leverman at N&W-DT&I Crossing at Ironton, Ohio, and assigning the communication work of said position to the Supervisory Agent and/or Clerks at the Ironton, Ohio Freight Station, employees not covered by the Telegraphers' Agreement.

2. Carrier shall, because of the violation set out in part 1 hereof, compensate Extra Telegrapher W. L. Ward, for eight (8) hours, five days per week, and R. E. Penn for two eight (8) hour rest days relief assignments at the minimum telegrapher's rate for the Division, \$2.435 per hour, beginning March 1, 1961, and continuing for each and every day thereafter, seven days each week, so long as the violation complained of continues.

3. In the event that name claimants are not available, then the senior idle telegrapher or telegraphers, extra in preference, will be compensated in accordance with paragraph 2 hereof.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties hereto, effective February 16, 1958, and as otherwise amended.

At page 46 of an Agreement between these same parties, effective December 1, 1939, there are listed positions existing at Ironton Tower (Ohio) on the effective date of said Agreement. For your ready reference the listing reads:

Station	Occupation	Hourly Rate of Pay
Ironton Tower	O&L	\$.755

3. If named claimants are not available, the senior idle telegrapher/or telegraphers extra in preference, will be compensated in accordance with above."

The Carrier declined the claim.

OPINION OF BOARD: Claimants, through the Organization, contend that Carrier violated the Agreement "by purporting to abolish the position of Operator and Leverman at N&W-DT&I Crossing at Ironton, Ohio and assigning the communication work of said position" to employees not covered by the Agreement.

An examination of the record in this dispute compels the finding that the claim is barred by the Sixty Day Time Limit Rule.

The original statement of the claim as it was presented on the property alleged that Carrier violated the Agreement "when on or about June 28, 1949 it abolished the position of Operator and Leverman * * *" In its Ex Parte Submission, Petitioner states: "Two shifts (positions) were discontinued in 1933. The remaining position at Ironton Tower was discontinued on June 28, 1949. It was the latter abolishment that gave rise to the current dispute." (Emphasis ours.)

The claim was filed April 15, 1961 and is subject to the Agreement between the Parties effective February 16, 1958. Incorporated in that Agreement as Rule 12 was Article V of the National Agreement of August 21, 1954 which provided that all claims or grievances arising out of occurrences prior to the effective date of that Rule must be filed within 60 days from the effective date of that Rule.

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.

AWARD

The claim is denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 20th day of June 1967.

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