

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard E. Perelson, 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 it declared first and second shift telegrapher-clerk positions at Fair Ground, Iowa to be blanked on September 2, 1963 (holiday), and transferred work of said positions to persons not covered by the Agreement.

2. Carrier shall be required to compensate E. T. Healey and E. A. Otting eight (8) hours' pay each at the time and one-half rate for September 2, 1963.

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.

Fair Ground, Iowa (located on the western edge of Dubuque, Iowa) is a station on the Eastern Division, Chicago District of the Carrier's lines, 71.6 miles east of Oelwein, Iowa, the western terminus of the district, and 174.2 miles west of Chicago, the eastern terminus. Addendum No. 1 of the Agreement lists two telegrapher-clerk positions at Fair Ground (in reprint of Agreement May 1, 1958). Both are seven-day positions with rest day relief by a Regular Relief Employee as a part of a Regular Relief Position.

The first shift hours of assignment are 5:00 A. M. to 1:00 P. M. with rest days of Sunday and Monday, and the second shift hours are 4:00 P. M. to Midnight with rest days Tuesday and Wednesday. L. S. Hickie is assigned to the first shift, E. A. Otting to the second shift and E. T. Healey to the relief position. Claimants in the instant case are E. A. Otting, regularly assigned to the second shift telegrapher-clerk position, and E. T. Healey, regularly assigned to the relief position and due to work on the first shift position on Monday, September 2, 1963.

On or about July 1, 1953, Carrier reduced its service at Fair Ground from around-the-clock to two shifts. Since the one shift was abolished, Carrier has

OPINION OF BOARD: Briefly stated, the question at issue here is whether Carrier's use of an employe of the IC at East Cabin, who performs joint service for both Carriers, to handle train orders for CGW trains on a holiday when the exclusive CGW positions at Fair Ground are not filled violates the Telegraphers' agreement.

That question appears to have been specifically decided by our Awards 13313 and 14968, in which we held that handling of train orders by the joint employe at East Cabin does not violate the agreement. The claims, therefore, must be denied.

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 denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 11th day of July 1968.