

Award No. 6124

Docket No. TE-6196

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

GREAT NORTHERN RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Great Northern Railway Company that:

1. The Carrier is in violation of the agreement between the parties when beginning Saturday September 3, 1949 it failed and refused to permit the occupant of the position of agent-telegrapher at Sherwood, N. D., to issue clearance cards and train orders to Trains 312 and 310.

2. Beginning with the first day of the violation Saturday September 3, 1949 and for each Saturday and Holiday thereafter that the violation was required or permitted by the Carrier, the occupant of the agent-telegrapher's position at Sherwood shall be compensated under the applicable rules of the agreement, the Rest Day Rule as pertains to Saturday, and the Holiday Rule as pertains to Holidays.

JOINT STATEMENT OF FACTS: There is in evidence an agreement between the parties bearing effective date of September 1, 1949 as to rules and rates of pay otherwise identified as Schedule No. 9.

Granville is a junction point on the main line of the Great Northern where the Sherwood Branch Line branches off the main line. Sherwood is located at the end of the Sherwood Branch line. The distance Granville to Sherwood is approximately 61 miles.

At Sherwood, N. D., there is located an agent-telegrapher's position, rate \$1.61 per hour (see page 64 of Schedule No. 9), Mr. Robert Hurdelbrink, agent-telegrapher, whose assigned hours are 7:00 A.M. to 4:00 P.M. Monday through Friday, except holidays, with one hour meal period. There is no Saturday or Sunday assignment for this position.

At Granville, N. D., there is located an agent-telegrapher's position, rate \$1.67 per hour (see page 58 of Schedule No. 9), Mr. I. D. Christianson, agent-telegrapher, whose assigned hours are 7:30 A.M. to 4:30 P.M. Monday through Friday, with one hour meal period.

That this claim is an attempt by the employees to have your Board place an interpretation on Rule 22 that is neither contained, inferred or contemplated by the literal language, and which has not by past practice under the application of this rule, ever been applied, although this rule, in its entirety, has been in effect since August 1, 1947, and attention is also directed to Rule No. 27 of the current agreement which provides as follows:

"Agreements or practices, except as changed by this schedule, remain in effect."

All data herein submitted in support of Carrier's Position has been submitted to the Employees by exchange of correspondence or in conferences regarding this case.

OPINION OF BOARD: The determination of this claim is governed by our Awards Nos. 1167 and 5087. Our Award No. 4819 is not applicable because there but one order was issued for a round trip while here separate orders were issued for the trains involved as was the case in Awards Nos. 1167 and 5087.

The claim seeks a call payment for the issuance of clearance cards as well as train orders. The rules do not deal with the issuance of clearance cards and neither did the awards which we find controlling. Consequently we think the claim can be sustained only for days on which train orders were issued.

FINDINGS: The Third Division of the Adjustment Board upon the whole record and all the evidence, finds and holds:

That both parties to this dispute waived oral hearing thereon;

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 violated.

AWARD

Claim sustained to the extent stated in the Opinion.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois this 6th day of March, 1953.