

Award No. 10472

Docket No. TE-9303

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Robert J. Ables, Referee

PARTIES TO DISPUTE:

CHICAGO GREAT WESTERN RAILWAY COMPANY

THE ORDER OF RAILROAD TELEGRAPHERS

STATEMENT OF CLAIM: (13) Carrier's file O-135. Claim No. 707-301 by the General Committee of The Order of Railroad Telegraphers on the Chicago Great Western Railway that:

(a) the Carrier violated the terms of the Agreement between the parties when it refused to pay Operator L. S. Hickie, employed at Fair Ground, a call allowance on May 6, 1953, account of the Switch Foreman securing a line up of trains from the train dispatcher at 4:29 P. M., a time when no telegrapher was on duty at that point. Line ups for Switch Crew at Fair Ground is a communication of information necessary for the operation, and especially the efficient operation of trains through that switching district. The work of handling these line ups has always belonged to the telegraphers at that point and the discontinuance of one telegrapher position at Fair Ground has caused the transfer of this work to persons not covered by the Agreement during hours when no telegrapher is on duty at Fair Ground. And that:

(b) the Carrier shall now compensate telegrapher L. S. Hickie in the amount of two (2) hours pay at the time and one-half rate and for whom such compensation is claimed. And that:

(c) on any future day or days from May 6, 1953, that any similar violation occurs at this point, and continuing until such violations are corrected, the Carrier shall compensate the senior employe covered by the Agreement and available for this work and employed at Fair Ground a minimum of two (2) hours pay at the time and one-half rate for each violation to the Agreement and for whom such compensation is claimed.

EMPLOYEES' STATEMENT OF FACTS and POSITION OF EMPLOYEES:

The above Carrier described cases are not ready for consideration and action by your Board. They are a group of unsettled disputes involving this Carrier and this Organization which have not been handled to conclusion on the property and the right of this Organization to endeavor to settle them by further negotiations or by means other than National Railroad Adjustment Board

Division, National Railroad Adjustment Board, is, accordingly, requested to so find and deny the payment of this claim.

Exhibit "A" is attached hereto and made a part hereof as if fully set forth herein.

(Exhibits not reproduced.)

OPINION OF BOARD: The sole question raised by the Carrier is whether or not this claim is barred because it was not presented to the Division within the time limit provisions of Article V of the National Agreement of August 21, 1954. Since the Employees agree that the claim is barred by the Time Limit Rule of the Agreement, and request that it be dismissed, the question is moot.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 claim is moot for the reason that both parties agree it is barred by the Time Limit Rule of the Agreement.

AWARD

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 29th day of March 1962.