

Award No. 13509
Docket No. TE-13661

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

WABASH RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Wabash Railroad, that:

1. Carrier violated the parties' Agreement when on Wednesday, October 4, 1951 it required or permitted D. O. Ritchie, Signal Supervisor, an employe not covered by said Agreement to perform the work of a telegrapher by transmitting a message of record by telephone at Riverside, Indiana after the Agent was off duty.
2. Carrier shall, because of the violation set out in paragraph one (1) hereof compensate S. O. Drew, Agent, Attica, Indiana a call as prescribed by Rule 5 of the parties' Agreement.

EMPLOYEES' STATEMENT OF FACTS: There is in evidence an Agreement by and between the parties hereto, effective September 1, 1955, and as amended.

A part of the amended Agreement is a Memorandum of Agreement executed on November 11, 1960, whereby under the conditions set out in said Memorandum the Agent at Attica, Indiana, travels to and performs all of the covered work at Riverside and Westpoint, Indiana.

S. P. Drew (erroneously referred to as S. O. Drew in paragraph two (2) Statement of Claim), hereinafter referred to as Claimant, is the regularly assigned Agent at Attica, Indiana. His assigned hours are: 6:50 A.M. to 3:50 P.M., one hour meal period. His work week is Monday through Saturday, Sunday being his rest day. Included within the hours of his bulletined assignment is a one (1) hour period, 10:00 A.M. to 11:00 A.M., during which he works at Westpoint. No regular hours are assigned at Riverside. The claimant protects the Riverside work in accordance with the requirements for service at this station location. All travel time between Attica, Westpoint, and Riverside is considered as time worked.

in the form of a "call" in accordance with Rule 5 of the telegraphers' agreement. It is not incumbent upon the Carrier's representative to carry the case forward and assume the burden of perfecting the Committee's handling.

The claim should be dismissed, and if not dismissed, denied.

(Exhibits not reproduced.)

OPINION OF BOARD: The first issue to determine is if the Board has jurisdiction if no conference was held on the property. A conference was requested and the Carrier agreed to hold the conference at any mutually convenient time. There was no action taken by either party thereafter.

We believe that the weight of authority holds that a conference on the property is mandatory and necessary to require jurisdiction of this Board. We concur with that line of authorities.

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 does not have jurisdiction over the dispute involved herein.

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 April 1965.