

Award No. 14968

Docket No. TE-13130

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Gene T. Ritter, 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 from April 16 through April 23, 1960, it required or permitted persons not covered by the Agreement to perform Telegraphers' work accruing to telegraphers employed at Fair Ground, Iowa.

2. Carrier shall compensate the senior employe (extra in preference) idle each day, on the Eastern Division, Chicago District Seniority District, in the amount of eight (8) hours' pay for each day April 16-23, 1960. Straight time rate to apply for extra employes and the time and one-half rate for regularly assigned employes on their rest days. Claimants to be determined by joint check of the Carrier's records.

EMPLOYEES' STATEMENT OF FACTS: The Agreement, effective June 1, 1948, and other supplementary agreements between the parties, are available to your Board and by this reference are made a part hereof.

Fair Ground, Iowa is a station located 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. The first shift has assigned hours of 5:00 A. M. to 1:00 P. M. daily, and the second shift hours are 4:00 P. M. to Midnight, daily. The Carrier shows in its time table that the first shift is open except on holidays.

In about the year 1954, Carrier abolished the third shift position at Fair Ground which established sixteen hours per day service at that station in lieu of round-the-clock service which had been in effect since the beginning of the operation of the railroad. Since the third shift position was abolished, Carrier has, on occasions to protect the service, transferred work out from under the Agreement. The Organization progressed proper claims for repara-

Fair Ground is located on the Eastern Division, Chicago District of the railroad and is 71.6 miles east of Oelwein, Iowa, the western terminus of the district, and 174.2 rail miles west of Chicago, the eastern terminus. Addendum No. 1 of the Agreement lists two Telegrapher-Clerk positions at Fair Ground. The first shift has assigned hours of 5:00 A. M. to 1:00 P. M., daily and the second shift hours are 4:00 P. M. to Midnight, daily. The Carrier shows in its time table, the first shift is open except Holidays.

Fair Ground is on the Iowa side of the Mississippi River and is the first open office on CGW trackage west of the Mississippi. The CGW has double track Dubuque Junction to Fair Ground, a distance of 2.3 rail miles, and single track beyond, or westward.

The Great Western (CGW Railway) operates over the Mississippi River between Iowa and Illinois, on Illinois Central Railroad trackage Dubuque Junction to Portage, and CB&Q trackage Portage to Galena Junction, Illinois. Distances west to east (Iowa to Illinois) are as follows:

Fair Ground to Dubuque Junction,	2.3 miles
Dubuque Junction to East Cabin,	1.0 miles
East Cabin to Portage,	12.8 miles
Portage to Galena Junction,	0.5 miles

Among the duties of the Telegrapher-Clerks employed at Fair Ground, is to handle train orders, clearance cards, OS reports and other communication work relative CGW trains, moving over CGW Railway trackage.

Approximately six years ago the Carrier abolished one shift at Fair Ground resulting in 16 hours per day service in lieu of round-the-clock service which had been in effect since the beginning of the operation of the railroad. On a few occasions since then, Carrier has, as in the instant case, transferred work out of the Agreement to avoid properly using its own employees. The Organization has progressed proper claims for reparations on those occasions.

In the instant case, it became necessary to handle some Illinois Central Railroad trains via CGW Railway trackage. Instead of using its own employees, Carrier chose to transfer the work out of the Agreement. At East Cabin (Illinois Central Railroad employees), train orders, OS reports and clearance cards for trains were handled on a round-the-clock basis. Likewise Dubuque Junction (also Illinois Central office) handled OS reports on trains on a round-the-clock basis."

OPINION OF BOARD: From April 13 to 23, inclusive, Illinois Central trains detoured over Chicago Great Western rails between Dubuque Junction and Dyersville, Iowa. Westbound Illinois Central trains detouring during this period obtained train orders and clearances from Chicago Great Western operators at Fair Ground or operators at East Cabin and Dubuque Junction. East Cabin and Dubuque Junction employees are not covered by the agreement between Claimants' Organization and Carrier herein. This claim is based on the contention that it is improper for Illinois Central trains to obtain train orders and clearances at East Cabin or Dubuque Junction.

The question involved is whether or not East Cabin and Dubuque Junction are joint offices and if so, do they have the right to issue train orders and clearances to the Illinois Central trains. This question has been answered by this Board in the affirmative in Award 13313 — Hamilton. East Cabin and Dubuque Junction are joint offices for the purpose of handling train orders. Therefore, we can find no violation of the agreement in the instant case.

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; 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 30th day of November 1966.