



Award No. 15447

Docket No. TE-14400

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

John H. Dorsey, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)**

**NEW YORK CENTRAL RAILROAD
(Southern District)**

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central Railroad (Southern District), that:

1. Carrier violated the Agreement between the parties when on Saturday, May 19, Saturday, May 26, Wednesday, May 30, a (holiday) and Saturday, June 2, 1962, it failed or refused to call Mrs. E. M. Caudle, the regular assigned Assistant Agent-Operator Territory No. 13, to do station work at Robinson, Illinois, duties which she performs on her regular week day assignment.

2. Carrier shall now compensate Mrs. E. M. Caudle for a day (8) hours each on the above stated dates at time and half rate of \$4.14.4 per hour, total \$132.61, and continue to pay her or her successor until the violation is corrected. Time slips have been filed with the proper official.

3. Carrier shall also compensate Mr. R. E. Foust, Agent, service center Mt. Carmel, Illinois, for a day (8) hours each on the above stated dates at time and half rate of \$5.34.73/100 per hour, total \$171.19 for work withdrawn from another station and supervision of work improperly assigned to him to be performed, and continue to compensate him or his successor until violation is corrected.

4. Carrier shall also compensate the senior idle employe extra in preference for a day (8) hours each on the above stated dates at straight time rate of \$2.76.4 per hour, total \$88.44, for work withdrawn from a station assigned to another Agent-Operator and assigned to a clerk, an employe not under Telegraphers' Agreement, to be performed and continue to pay the senior idle employe entitled to the days until the violation is corrected.

The right is reserved to examine the Carrier's agent-operator personnel records to determine the senior idle employe extra in preference entitled to the days violation occurs.

Claimant Foust was regularly assigned as Agent at Mt. Carmel, Illinois, which was designated as the Service Center. As Agent at that point, among other duties, he supervised the work of the Assistant Agent-Operator on Illinois No. 13 and the service performed at the Service Center. All billing of cars originating or terminating at points on Illinois No. 13 are processed by the force employed at the Service Center.

The position of Agent at Mt. Carmel is covered by the Telegraphers' Agreement and compensated on a flat monthly rate basis.

Mrs. Caudle, regularly assigned as Assistant Agent-Operator on this route, is assigned to work Monday through Friday, with Saturday and Sunday as relief days. She was not assigned to work on Saturdays, May 19, 26, and June 2, 1962. On Wednesday, May 30, 1962, she was not required to work. However, she was compensated for this day on the basis of a pro rata day's pay under the "Holiday Pay" Rule effective May 1, 1954 (National Agreement dated August 21, 1954).

Shippers are also accorded the privilege, as they are on all Carrier's Centralized Agency Routes, of telephoning direct to the Service Center toll free at any time the Assistant Agent-Operator is not available or when it is more convenient for them to do so. This service includes many matters, one of which concerns billing of cars.

General Carbon and Chemical Corporation, located at Robinson, as it oftentimes does, transmitted to the Service Center direct billing information on carloads of coke moved out of its plant to Mt. Carmel, Illinois, which resulted in the instant claims.

OPINION OF BOARD: Petitioner failed to show that the rules supported its allegation of violation of the Agreement. We, therefore, are compelled to dismiss the Claim for failure of proof.

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 Claim must be dismissed for failure of proof.

AWARD

Claim dismissed.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 31st day of March 1967.

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