

Award No. 15849
Docket No. TE-14569

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NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Wesley Miller, Referee

PARTIES TO DISPUTE:

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

SOO LINE RAILROAD COMPANY

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

1. Carrier violated the Agreement between the parties when it declared the position of Agent and Operator at Lake City, South Dakota, blanked on August 22, 24, 27, 28 and 29, 1962, and transferred the work of the position to employes at other stations.
2. Carrier shall be required to compensate the senior idle Telegrapher; if no idle Telegraphers, then the senior idle Telegrapher nearest to Lake City observing rest day; if none in either category, then the nearest off duty Telegrapher at the time and one-half rate for eight (8) hours for each day the position at Lake City was blanked (shown above). Joint check of the Carrier's records to be made to determine proper claimant for each day.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective July 1, 1956, as amended and supplemented, is available to your Board, and by this reference is made a part hereof.

Lake City, South Dakota, is a one-man station. The position at Lake City is classified as Agent and Operator with an assignment working Monday through Friday. Saturday and Sunday are the rest days of the position, and on those days the station is closed. E. A. Joachim, the incumbent of the position at Lake City, was ordered to serve his annual tour of duty with the National Guard from August 20 to 31, 1962. The record shows that the Carrier requested that Mr. Joachim be excused from this military duty, but its request was denied. Therefore, Mr. Joachim reported for duty as a National Guard Reservist as ordered.

Carrier took the position that it had no one available to relieve on the position of Agent and Operator at Lake City August 20 to 31, 1962, and thus declared the position blanked for this period. However, the position was not blanked during this period. On August 22, 1962, the Agent at Hankinson, North Dakota (a distance of approximately 70 miles from Lake City), billed one car of grain outbound for the Lake City station. The Agent

CARRIER'S STATEMENT OF FACTS: Lake City, South Dakota, is a small town (population of 81 in 1960) situated on a branch line running into the grain producing area of the northeastern corner of the state. During the year 1962, 36 carloads of grain were forwarded from Lake City, 3 cars of coal, and 2 cars of lumber were received, 167 pounds of LCL were forwarded, 811 pounds LCL received, and 7 commercial messages were handled. During the month of August, 1962, the only business handled at this station were 6 cars of grain forwarded.

Effective March 15, 1963, this agency was closed.

At the time this dispute arose, Mr. E. A. Joachim held the position of agent and operator at this one-man station. Mr. Joachim, a reservist, was ordered to report for annual training duty during the period August 19-September 1, 1962. There were no extra telegraphers available to protect Mr. Joachim's position during this period, whereupon Carrier attempted, unsuccessfully, to have his training duty deferred.

During Mr. Joachim's absence, the position of agent and operator at Lake City, South Dakota, was blanked. Under Carrier's voluntary policy of making reservists whole for time lost while attending annual tours of training duty, Mr. Joachim was paid \$109.49 credited to the same period for which the Organization is now seeking penalty payment.

Copies of schedule agreement, effective July 1, 1956, between the parties to this dispute and supplements thereto are on file with the Board and are made a part of this record by reference.

OPINION OF BOARD: In the instant case, Mr. E. A. Joachim held the position of agent and operator at a one-man station located at Lake City, South Dakota. During the time period covered by the Claim, he, as a reservist, was ordered to (and did) report to serve his annual tour of duty with the National Guard. During the absence of this employe, his position was "blanked"; however, Mr. Joachim was paid and made whole for his loss during the time period involved.

This is not a scope rule case; craft lines were not crossed; and, we can find no violation of the applicable Agreement.

Awards 15633, 14252, and a host of other recent decisions, dictate a denial of this claim.

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 Employes involved in this dispute are respectively Carrier and Employes 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 13th day of October 1967.

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