

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard E. Perelson, Referee

PARTIES TO DISPUTE:

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

RICHMOND, FREDERICKSBURG AND POTOMAC
RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Richmond, Fredericksburg and Potomac Railroad, that:

1. Carrier violated the Scope Rule and other rules of the Agreement between the parties when it improperly relieved J. E. Walker, regularly assigned agent-telegrapher, Quantico, Virginia, for vacation November 25 through 30, 1963, by employees not covered by the Agreement.

2. Carrier, because of the aforesaid violation, shall now be required to compensate J. E. Walker, for eight (8) hours at the rate of time and one-half, for each date November 25, 26, 27, 28, 29, and 30, 1963. Total amount due \$210.24.

EMPLOYEES' STATEMENT OF FACTS: The Agreement between the parties, effective April 10, 1953, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

Quantico, Virginia is a station 34.7 miles south of Washington, D.C. There is one position under the Telegraphers' Agreement at Quantico, agent-telegrapher. The position is assigned to work from 7:30 A.M. to 4:30 P.M., one hour meal period, work week Monday through Saturday, rest day Sunday.

The Carrier also employs three (3) clerical employees (not covered by the Agreement) at Quantico.

Claimant Walker had qualified for eighteen (18) work days of vacation with pay in the calendar year of 1963 under the provisions of Article IV, Section 1(c) of the August 19, 1960 Agreement, which reads:

"Effective with the calendar year 1961, an annual vacation of fifteen (15) calendar work days with pay will be granted to each employee covered by the Agreement who renders compensated service on not less than one hundred (100) days during the preceding cal-

the lead, as indicated by Carrier, it is fair to assume that he exercised that supervision to some extent. Performing some lead work while the Agent is absent from the station for a half-hour or an hour during his regularly assigned hours is much different than undertaking such responsibilities for a day or three days at a time.

While the record in this case does not show who took the lead in the absence of Agent-Operator Williams, it is reasonable to assume that the task of supervising the employees at the station derived upon some one.

Award 5528 (Whiting) cited by the Carrier is not applicable. The Agent-Operator was the sole employee at the stations involved. No one replaced him. He had no one to supervise. We properly held that the Scope Rule was not violated and that the Carrier had the right to blank the position.'

While the record in the subject claim does not show who took the lead in the absence of Agent-Telegrapher Walker, it is reasonable to assume that the task of supervising the employees at the Quantico agency derived upon some one.

Please be advised that your decision is unsatisfactory to my Committee, and that the matter will be given further handling."

This claim has been handled in the usual manner on the property, up to and including the Chief Appeals Officer, without adjustment. The Carrier will show there was no violation of the Agreement and the claim should be accordingly denied.

OPINION OF BOARD: This case is essentially the same as that decided in Award 16298 and what we said there applies equally here.

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 shown to have been violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1968.

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