



Award No. 17234

Docket No. TE-17593

NATIONAL RAILROAD ADJUSTMENT BOARD

**THIRD DIVISION
(Supplemental)**

Paul C. Dugan, Referee

PARTIES TO DISPUTE:

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
CHICAGO GREAT WESTERN RAILWAY COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Chicago Great Western Railway, that:

1. Carrier violated the Agreement between the parties when on January 19, 21, 24, 26, February 2, 4, 7, 9, 11, 14, 16, 18, 21, 23, 25, 28, March 2, 4, 7, 9, 11, 14, 16, 18, 21, 23, 25, 28, 30, April 1, 4, 6, 8, 11, 13, 15, 18, 20, 22, 25, 27, 29, May 2, 4, 6, 9, 11, 13, 16, 18, 20, 23, 25, 27, 30, June 1, 3, 6, 8, 10, 13, 15, 17, 20, 22, 24, 27, 29, July 1, 4, 6, 8, 11, 13, 15, August 17, 19, 22, 24, 26, 29, 31, September 2, 7, 9, 12, 14, 16, 19, 21, 23, 26, 28, 30, October 3 and 5, 1966, it required the second shift telegrapher-clerk at Clarion, Iowa to leave train orders, clearance cards and messages on the train register to be picked up by members of the train crews addressed at a time no telegrapher was on duty at Clarion.
2. Carrier shall be required to compensate the telegrapher-clerks at Clarion, Iowa for a call each date as follows:

F. J. Mentzer—January 19, 26, February 2, 4, 9, 11, 16, 18, 23, 25, March 2, 4, 9, 11, 16, 18, 23, 25, 30, April 1, 6, 8, 13, 15, 20, 22, 27, 29, May 4, 6, 11, 13, 18, 20, 25, 27, June 1, 3, 8, 10, 15, 17, 22, 24, 26, 29, July 1, 6, 8, 13, 15, August 17, 19, 22, 24, 26, 29, 31, September 2, 7, 9, 12, 14, 16, 19, 21, 23, 26, 28, 30, October 3 and 5, 1966.

D. L. Wigfield—January 21, 24, February 7, 14, 21, 28, March 7, 14, 21, 28, April 4, 11, 18, 25, May 2, 9, 16, 23, 30, June 6, 13, 20, July 4, 11, 1966.

EMPLOYEES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

This case is based upon the rules of the Agreement between the parties which became effective June 1, 1948 (reprinted May 1, 1958), as amended and supplemented. This Agreement, together with its amendments and supplements, is available to your Board.

Claimants in the instant docket are the same, location the same and circumstances identical in principle to Docket No. TE-16320—only dates of alleged violations are different.

(Exhibits not reproduced)

OPINION OF BOARD: The issue herein is similar to Docket No. TE-16320, Award 17233, involving these same parties to these disputes and inasmuch as said Award is controlling herein, it is our conclusion that the claim must be sustained.

In regard to damages, Carrier contends that the dates of violations by Carrier specified in the statement of claim after March 18, 1966 were not raised during the handling on the property and thus cannot be considered by this Board. However, the record shows that the Organization did submit said dates of alleged violations during the handling on the property, and therefore said contention is without merit.

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 violated.

A W A R D

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of June 1969.