



Award No. 17262
Docket No. TE-16586

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION
(Supplemental)

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
MISSOURI PACIFIC RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union of the Missouri Pacific Railroad Company (Gulf District), that:

"Seven days in June and 2 days in July agency at Loreauville, La. station was closed as a direct violation of the Rules."

1. The Carrier violated the Telegraphers' Agreement of Scope Rule 1, allowing and permitting the station at Loreauville, La. to be closed during the regular assigned hours. An agent was replacing and because the Carrier saw fit to relieve this person of his duties, is a strict violation of this Agreement.
2. The Carrier shall compensate the senior idle telegrapher (extra in pref) 8 hours daily for the station being closed. The following telegraphers being idle on the dates shown are entitled to compensation on said dates:

June 22, 25, July 2nd—Carrier shall name senior idle telegrapher
June 23, 28, 29, 1965—R. J. Touchette
June 24, 30, July 1st—J. H. Guillory

EMPLOYEES' STATEMENT OF FACTS: There is a negotiated position of agent-telegrapher at Loreauville, Louisiana, assigned hours of 8 A.M. to 5 P.M., Monday through Friday. During the period in question and on the dates enumerated in the claim the Carrier did not assign an employee under the Agreement to perform the work requirements at Loreauville. A portion of the agency work was worked on a call basis by L. J. Bienvenu, who was occupying a position at the adjoining agency at Arnaudville, Louisiana. The Carrier paid a call payment and car mileage on each date in question but failed to assign an employee under the Agreement in accordance with the rules. Claim was made in behalf of the senior idle telegrapher, extra in preference, for each day and was appealed to the highest officer and declined by him. Claim is now properly before your Board for final adjudication.

(Exhibits not reproduced)

Extra Telegrapher J. H. Guillory for eight hours each day June 24, 30 and July 1, 1965, when it is alleged Telegraphers' Agreement was violated by the Carrier in blanking the Agent position at Loreauville, Louisiana.

Claims on behalf of unnamed employees are invalid under the provisions of Article V of the August 21, 1954 Agreement because the claimants have not been named or otherwise properly identified. See Third Division Award 11754.

Carrier's investigation reveals that on the dates of the claims the Extra Telegraphers were protecting positions at other points and there was no Extra Telegrapher available to protect the Loreauville agency position. It is a well established principle, established by Third Division awards, that Carrier may blank positions in the absence of the regular assigned employee. The position here in question was under bulletin and there was no regular assigned employee attached to the position. During the period of the claim Extra Telegrapher protecting the Arnaudville agency position was paid a call and car mileage to drive from Arnaudville to handle such work as was necessary. This does not lend support for a contention that the position was not blanked.

In view of the foregoing, claims are without merit or rule support and are hereby declined.

Yours truly,
/s/ B. W. Smith

OPINION OF BOARD: During the period of the claim the agency position at Loreauville, Louisiana, was vacant pending bulletin and assignment. On the claim dates an extra telegrapher, who was protecting the agency position at Arnaudville, Louisiana, an adjoining station, was given a call to go to Loreauville to handle whatever business was necessary for the Carrier's patrons at the latter station.

In the handling of the dispute on the property the only rule of the Agreement cited by the Organization was the Scope Rule, but there was no showing as to how the Scope Rule was violated. The Carrier took the position that there were no extra telegraphers available; that the position, on the dates involved in the claim, was blanked, and that Carrier may blank positions in the absence of the regularly assigned employee.

In its Statement of Claim to this Board the Petitioner alleges a violation of the Scope Rule, but still does not explain how the Scope Rule may be involved. In the Position of the Employees, the Petitioner cites Rule 5—Basic Day; Rule 9—Guarantee, and Rule 38—Rates of Pay and Classification, and contends that the position should have been filled by an employee under the Agreement on an eight-hour basis.

This Board has held on numerous occasions that a Carrier has a right to blank a vacancy or position in whole or in part. See Awards 8346, 9007, 12099, 13217, among others.

The Board finds no basis in the record for the claim before it, and the claim will accordingly be denied.

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.

A W A R D

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 June 1969.