Award No. 17641
Docket No. TE-17295

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Charles W. Ellis, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

SOUTHERN PACIFIC COMPANY—TEXAS AND LOUISIANA LINES

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Southern Pacific Company (T&L Lines), that:

1. Carrier violated the Agreement between the parties when on April 11, 12, 13, 14, 22, 25, 26 and 28, 1966, it failed to properly fill the position of agent-telegrapher at Elsa, Texas.

2. Because of this violation, Carrier shall compensate the employees named below as follows:

   R. C. Loewe, second shift telegrapher-clerk, McAllen, Texas, idle in observance of rest days, a day's pay each day April 11 and 25, 1966 at the time and one-half rate of the agent-telegrapher position at Elsa.

   A. A. Cavazos, third shift telegrapher-clerk, Edinburg Yard, Texas, idle in observance of rest days, a day's pay each day April 12, 31, 26 and 27, 1966 at the time and one-half rate of the agent-telegrapher position at Elsa.

   P. B. Guttenberger, occupant of the relief position at McAllen-Edinburg, idle in observance of rest days, a day's pay each day April 14, 22 and 28, 1966 at the time and one-half rate of the position of agent-telegrapher at Elsa.

EMPLOYES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

The Agreement between the parties, effective December 1, 1946, as amended and supplemented, is available to your Board and by this reference is made a part hereof.

This dispute arose out of Carrier's action of, instead of using idle employees observing rest days to fill the Agent-Telegrapher position at Elsa, Texas, requiring the Agent at Santa Rosa, Texas, to work at Elsa on a part-day basis on claim dates. Each Claimant presented claims to the Superintendent which were declined by him. The Organization subsequently appealed such claims, consolidated into one case, up to and including the highest officer of the Carrier. The dispute has failed of adjustment necessitating this submission to your Board.

(f) AUTHORITIES RELIED ON

Award 4765 12374

CARRIER'S STATEMENT OF FACTS: J. W. Barker was assigned to position of Agent-telegrapher at Elsa, Texas, a position listed in Rule 37 of the Agreement with the Order of Railroad Telegraphers (now Transportation-Communication Employees Union; and subject to the rules of the Agreement with that Union. Mr. Barker was promoted to be a train dispatcher June 17, 1965, but retained his seniority as telegrapher and as he was assigned to work extra as train dispatcher less than four (4) days per week, retained his assignment as agent-telegrapher.

April 8, 1966, Barker was summoned to Houston for service as extra train dispatcher. There was no extra telegrapher available to fill the vacancy at Elsa, April 11, 1966, and William Matthews, a telegrapher assigned as Agent-telegrapher at Santa Rosa, Texas, the next open station, was instructed to look out after the Carrier's business at Elsa as was necessary. Elsa and Santa Rosa are 12 rail miles apart. This arrangement continued through April 14. Again, April 22, Barker was needed as train dispatcher and the same instructions were given Matthews, except that he was authorized to work at Elsa on an overtime basis if necessary and did so.

Claims were presented by Telegrapher R. C. Loewe, assigned at McAllen, Texas, 20 rail miles distant, for April 11 and 25; A. A. Cavazos, Telegrapher at Edinburg Yard, 13 rail miles distant, for April 12, 13, 26 and 27; and P. B. Guttenberger, Relief Telegrapher at McAllen and Edinburg, for April 14, 22 and 28, 1966, each for a day's pay at time-and-one-half rate of the Agent-telegrapher position at Elsa alleging each should have been called to have performed service as Agent-telegrapher at Elsa on the claim dates which respectively were rest days of their regular assignments.

The claims were declined as lacking merit under the agreement. Appeal was made by the District Chairman, TCU, which the Superintendent declined. General Chairman, TCU, appealed to Carrier's Manager of Personnel highest officer of the Carrier certified to handle such matters, who on September 19, 1966, declined the claim. Conference October 6, 1966 failed to produce settlement of the claim. **CARRIER'S EXHIBIT NO. 1** reproduces the correspondence.

(Exhibits Not Reproduced)

OPINION OF BOARD: Except for dates and claimants this case is identical to that decided by Awars 17640. For the reasons there stated this claim must 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 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 involed 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 9th day of January 1970.

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