

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Dudley E. Whiting, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE NEW YORK CENTRAL RAILROAD COMPANY (Line West)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The New York Central Railroad, Line West of Buffalo, that

(a) The Carrier violated the terms of the Agreement between the parties when on March 10, 12, 31, April 26, 28, 1948, it required or permitted the Conductor of Train No. 96, who has no seniority under the Telegraphers' Agreement, to "OS" (report trains) of which a record is made on the train dispatcher's sheet, and to perform the duties of a block operator at Hillsdale, Michigan, at times that the second trick ticket clerk-telegrapher was available but not on duty; and

(b) In consequence of this violation the Carrier shall be required to compensate the incumbent of the Hillsdale, second trick ticket clerk-telegrapher position for a call under Article 5 of the Telegraphers' Agreement for each of the above violations and until the practice was discontinued.

EMPLOYES' STATEMENT OF FACTS: There is in evidence an agreement between the parties bearing effective date of July 1, 1946 as to rules of working conditions, copy of which is on file with the Board and by reference is made a part of this Statement of Facts.

Hillsdale, Michigan, is a two trick manual block station on the main line of the New York Central Railroad known as the Old Road between Toledo, Ohio and Elkhart, Indiana, a distance of 142.42 miles. Manual block system is in service between Vulcan and "B" a distance of 138.47 miles. When the manual block office at Hillsdale is closed for the night the block extends from "RK" Tower at Sturgis 46.4 miles west of Hillsdale to Wabash Tower, Adrian 34.1 miles east of Hillsdale. Total 80½ miles.

On March 27, 1948, the organization protested to management that when employes covered by the Telegraphers' Agreement at Hillsdale were not on duty the carrier was requiring or permitting train service employes, with no seniority under the Telegraphers' Agreement, to perform the function of a block operator, work covered by the rules of the Telegraphers' Agreement, and requested that the practice be discontinued. Specifically it was said to the Carrier that the train service employes were performing the work of a "block operator" by "OSing" the train out of the block—that is, reporting the time of the arrival of train No. 96 at Hillsdale and also reporting the time No. 96 is clear of the block.

3. Favorable consideration of claims such as these would create impossible situations not only at Hillsdale but at every location along the right-of-way of the carrier where telephones are located for the use of employes not subject to the Telegraphers' Agreement and would do violence to reasonable, efficient and economical operation of the railroad;
4. The employes are endeavoring to obtain from the Board a broad interpretation of rules which have remained unchanged for almost 50 years which would give them a new rule and certain exclusive rights which they have not obtained by direct negotiations on the property.
5. The entire case is built up on untenable premises entirely at variance with practical operation, is not supported by any rule, practice or precedent and should be denied.

(Exhibits not reproduced.)

OPINION OF BOARD: We consider the decision in this case to be governed by our Award No. 5524 and that this claim must be sustained for the reasons there stated.

However, the Carrier alleges that March 31, 1948 must have been included in the claim in error because train No. 96 arrived at Hillsdale and the crew went off duty during the second trick telegrapher's tour of duty. Since the Organization did not refute that allegation, the claim for that date is without merit.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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

The Carrier violated the Agreement.

AWARD

Claim sustained except for March 31, 1948.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: A. I. Tummon
Acting Secretary

Dated at Chicago, Illinois, this 17th day of October, 1951.