

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Preston J. Moore, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS
READING COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order Railroad Telegraphers on the Reading Company that:

1. Carrier violated and continues to violate the Agreement between the parties when it requires or permits employes not covered by the agreement to handle (receive, copy and deliver) train orders at Mine Hill (Schuylkill Haven), Pennsylvania.

2. Carrier shall compensate the occupant of the Agent-Telegrapher position (J. P. Dowd or his successor) or of the Telegrapher-Clerk position (T. J. Jones or his successor) at Schuylkill Haven (whichever assigned hours converge closer to the time of violation) in the amount of a call payment on each date the violation occurs commencing October 21, 1959 and continuing thereafter until the violation is corrected.

EMPLOYES' STATEMENT OF FACTS: The Agreement between the parties effective April 1, 1946, corrected September 1, 1951, is available to your Board and by this reference is made a part hereof.

Schuylkill Haven is the station on the Shamokin Division. For many years the Carrier maintained continuous communication service around-the-clock at this station. At the time cause for this claim arose, the communication office at Schuylkill Haven was open from 6:30 A.M., to 10:30 P.M. (two shifts) with no Operator on duty from 10:30 P.M., to 6:30 A.M. On October 21, 1959, and on subsequent dates train service employes handled (received, copied and delivered) train orders at this station. The train orders were issued and transmitted by the Train Dispatcher to the Operator at Pottsville Junction who, in turn, transmitted the train orders to train service employes at Schuylkill Haven.

Next below are some examples of the train orders handled by train service employes.

October 21, Train Order No. 109, addressed to C&E Engine 589 reading:

"Eng 589 run extra Silverton to Swatara Jct. Fern Siding is blocked."

raphers' Agreement are established or maintained at that location. Carrier maintains, therefore, that the very first requirement of Article 34 has not been met and there is obviously no violation of Article 34. Inasmuch as the train orders in question were all handled through an open tower by towermen under the scope of Telegraphers' Agreement, Carrier maintains that there has been no violation of the pertinent provisions of Article 34 of the collective bargaining agreement which is relied on by the Organization in support of its claim.

Further Carrier submits that there are no rules in the collective bargaining agreement which would require Carrier to transmit train orders to a location where no telegraphers or employees under the scope of the Telegraphers' Agreement are employed through one specific station, as here contended by the Organization and in the absence of such a rule requirement, this claim for penalty obviously must fail and should be denied by the Board.

Under all the facts and circumstances present in this docket, Carrier respectfully submits that there has been no violation of any rules of its agreement with the Telegraphers Organization and maintains that the claim of the Organization should be denied in its entirety.

OPINION OF BOARD: This dispute arises out of the handling of train orders at Mine Hill which is in the Schuylkill Haven Yard. The Carrier contends that Mine Hill is a separate station where an operator is not employed. The Carrier cites Award 10714 which held that a point within the yard is not under the dominion of the telegraph office of the yard. The evidence herein is insufficient to make a finding that Mine Hill is a separate station. Since there was an operator stationed at Schuylkill Haven and train orders were handled by employees not under the Telegraphers' Agreement, the Agreement was violated.

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.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 5th day of February, 1965.