

Award No. 13870
Docket No. TE-13063

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Harold M. Weston, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

NEW YORK CENTRAL RAILROAD — SOUTHERN DISTRICT
(Ohio Central Division)

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the New York Central Railroad, (Western District) that:

1. Article 22 of the Agreement was violated when the Carrier ordered the agent-operator at Fultonham, Ohio, to copy orders for a train and said train orders to whom addressed were placed in a box and the conductor of the train picked up the orders at about 10:30 P. M., at which time no employe under our Agreement was present.

2. On the below named dates, the violation of the Agreement occurred when the conductor received train orders approximately 10:30 P. M., from a box located in or near Fultonham, Ohio, which is listed as a train order station. Each claimant to receive two hours' pay for each date as provided in Article 5 of the Agreement:

R. E. Hines, regularly assigned, for the following dates:
June 1, 2, 3, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24,
27 and 28, 1960;

July 1 18, 19, 20, 21, 22, 25, 26, 27, 28 and 29, 1960;

August 1, 2, 3, 4 and 5, 1960; and

W. H. Dunfee, for the following dates: July 5, 6, 7, 8, 11,
12, 13, 14, 15, 1960.

EMPLOYEES' STATEMENT OF FACTS: At Fultonham, Ohio the Carrier has a negotiated position of agent-operator owned and assigned to Mr. R. E. Hines. On the dates in question in June, July and August of 1960, the Carrier required the agent-operator at Fultonham, Ohio to copy train orders for a train that was regularly called for 10:30 P. M. every evening. Claimant Hines and Claimant Dunfee, who relieved Claimant Hines on certain days in

OPINION OF BOARD: The question at issue in the present case is whether or not the controlling Agreement provides for payment of a "call" when a telegrapher, in the absence of an emergency, is required to leave train orders in a specified place for a crew to pick up after the telegrapher has gone off duty.

Article 22 of the Agreement is the standard time order rule. It stipulates, in pertinent part, as follows:

"No employes other than covered by this agreement and train dispatchers will be permitted to handle train orders at telegraph or telephone offices where an operator is employed and is available or can be promptly located, except in an emergency, in which case the telegrapher will be paid for the call."

Substantially the same question and rule have been considered by this Board on numerous prior occasions during the past twenty-five years. With few exceptions (notably Awards 1821, 8327 and 11473), the awards have sustained the Organization's position that a "call" must be paid under the facts and rule present here. (See, among many others, Awards 1168, 2928, 5013, 8657, 11653, 11788, 12240, 12967 and 13712.)

No valid reason is perceived for deviating in this case from the course that has been chartered by the great weight of authority on the question and, in line with Award 11788, the claim will be sustained.

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 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 30th day of September 1965.