

Award No. 15435
Docket No. TE-13700

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Nathan Engelstein, Referee

PARTIES TO DISPUTE:

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

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of O.R.T. on the Pennsylvania Railroad that Block Operator J. J. Coughlin is entitled to eight (8) hours at the straight time rate for time cards submitted for the following dates: September 1, 4, 5, 6, 7, 8, 11 and 12, also holiday rate for September 5, 1960.

EMPLOYEES' STATEMENT OF FACTS: Prior to September 1, 1960, Claimant, J. J. Coughlin, was the regularly assigned relief block operator at G Block and Interlocking Station located in Belvidere, New Jersey, which is situated at the northern terminus of the Carrier's Belvidere Delaware Branch extending 65 miles northwestwardly from Trenton, New Jersey. (See Employees' Exhibit A.) G Block and Interlocking Station at Belvidere controls train operations (under supervision of the train dispatcher) between Belvidere and Kent, 15 miles to the south; also handles switches and signals at G necessary to the operation of Pennsylvania and Lehigh & Hudson River trains through G interlocking tower, and performs related communication work. The time table listing of the stations mentioned in this dispute and control designations (as excerpted from Carrier's time table) are as follows:

Inter- locking	Inter- locking Station	Block Station	Block-Limit Station	Stations	Distance From Belvidere
				Belvidere	0.0
X	X	X		G	0.7
				Roxburg	3.5
			X	CR	6.4
				Martins Creek	7.0
			X	DY	10.4

During the period of the strike, which ended on the morning of September 12, 1960, the L&H Railroad ran trains over the twelve miles of the Belvidere-Delaware Branch as though it were a yard track. In so doing, there were no communications between L&H engine and track crews and their block operators or their train dispatchers, while L&H trains were on what in normal periods was the jointly used Belvidere-Delaware Branch.

By time cards dated September 1, 4, 5, 6, 7, 8, 11 and 12, 1960, addressed to the Supervising Operator, Claimant requested payment of eight straight time hours for said dates, on the basis he was available and not used "for L&H operation G to Hudson Yard."

The Supervising Operator denied the claims by letter dated October 19, 1960. No notification in writing of the rejection of this decision, as required by Article V, Section 1 (b) of the National Agreement of August 21, 1954 was received.

By letter dated November 1, 1960, the District Chairman, Order of Railroad Telegraphers, listed a claim identical to that quoted at the beginning of this Submission with the Superintendent, Personnel, New York Region, who denied it by letter of November 23, 1960. Subsequently, at the request of the District Chairman, a Joint Submission covering the matter was prepared, a copy of which is attached as Exhibit A.

In this regard, it will be noted that the Joint Statement of Agreed-Upon Facts in the Joint Submission contains the following sentence in the second paragraph thereof:

"As a result of this action, all Pennsylvania Railroad Train service at this location was discontinued, G Block and Interlocking Station was closed, and the claimant reverted to the extra list."

The fact is that the Claimant was not reverted to the extra list. Rather, his status was that covered by Item 1 of the above-quoted Understanding of August 29, 1960. The Claimant's assignment did not work during the strike; therefore, he was not subject to displacement by a senior employee as provided in Item 2 of said Understanding, and he was not an employee displaced thereunder who would have been considered an extra employee under the provisions of Item 5.

At a meeting on September 7, 1961, the General Chairman presented the claim to the Manager, Labor Relations, the highest officer of the Carrier designated to handle such disputes on the property. The Manager, Labor Relations denied the claim by letter dated September 21, 1961.

Therefore, so far as the Carrier is able to anticipate the basis of this claim, the questions to be decided by your Honorable Board are whether this claim has been properly progressed on the property in accordance with Article V of the August 21, 1954 Agreement and whether, under the circumstances here present, the Claimant is entitled to the compensation claimed.

(Exhibits not reproduced.)

OPINION OF BOARD: For the reasons presented in Awards 14734, 14970 and 15434, we hold the Agreement was not 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 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 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 30th day of March 1967.