

Award No. 16305
Docket No. TE-16459

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

George S. Ives, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

**THE NEW YORK, NEW HAVEN AND HARTFORD
RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the New York, New Haven and Hartford Railroad Company, that:

CLAIM NO. 1

(a) Carrier violated the Agreement between the parties when on April 6, 13 and 26, 1965, it required or permitted employes not covered by the Agreement to perform telephone block operator work of clearing the block at Waterbury, Connecticut.

(b) Carrier shall compensate A. J. Barkauskas, regularly assigned second trick Operator-Clerk at Waterbury, Connecticut for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury, Connecticut outside of his assigned hours. Three (3) calls. Railroad Docket 10099.

CLAIM NO. 2

(a) Carrier violated the Agreement between the parties when on March 6 and 18, 1965 it required or permitted employes not covered by the Agreement to perform telephone block operator work of clearing the block at Waterbury, Connecticut.

(b) Carrier shall compensate L. Bloom, assigned to the second trick Operator-Clerk position at Waterbury, Connecticut for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury, Connecticut, outside of his assigned hours. Two (2) calls. Railroad Docket 10,110.

CLAIM NO. 3

(a) Carrier violated the Agreement between the parties when on June 2, 8, 11, 15, 16, 23, 24 and 25, 1965, it required or permitted employes not covered by the Agreement to perform telephone block operator work of clearing the block at Waterbury, Connecticut.

(b) Carrier shall compensate L. Bloom assigned to the second trick Operator-Clerk position at Waterbury, Connecticut for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury, Connecticut, outside of his assigned hours. Two (2) calls. Railroad Docket 10,111.

CLAIM NO. 4

(a) Carrier violated the Agreement between the parties when on May 10 and 18, 1965, it required or permitted employees not covered by the Agreement to perform telephone block operator work of clearing the block at Waterbury, Connecticut.

(b) Carrier shall compensate A. J. Barkauskas, regularly assigned to the relief operator's position at Waterbury, Connecticut, for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury, two (2) calls. Railroad Docket 10,112.

CLAIM NO. 5

(a) Carrier violated the Agreement between the parties when on May 24, 1965, it required or permitted employees not covered by the Agreement to perform telephone block operator work of clearing the block at Waterbury, Connecticut.

(b) Carrier shall compensate A. J. Barkauskas, regularly assigned to the relief operator's position at Waterbury, for a three (3) hour call due to conductors clearing the block at Waterbury on this date. Railroad Docket 10,113.

CLAIM NO. 6

(a) Carrier violated the Agreement between the parties when on June 2, 8, 11, 15, 16, 23, 24 and 25, 1965, it required or permitted employees not covered by the Agreement to perform telephone block operator work of clearing the block at Waterbury, Connecticut.

(b) Carrier shall compensate L. Bloom, regularly assigned to the second trick operator-clerk's position at Waterbury, for a three (3) hour call on each of the above dates due to conductors clearing the block at Waterbury. Eight (8) calls. Railroad Docket 10,136.

CLAIM NO. 7

(a) Carrier violated the Agreement between the parties when on June 7 and 15, 1965, it required or permitted employees not covered by the Agreement to perform telephone block operator work of clearing the block at Waterbury, Connecticut.

(b) Carrier shall compensate A. J. Barkauskas, regularly assigned to the relief operator's position at Waterbury, for a three (3) hour call on each of the above dates, when conductors cleared the block at Waterbury. Two (2) calls. Railroad Docket 10,137.

CLAIM NO. 8

(a) Carrier violated the Agreement between the parties when on May 17, 21, 24, 25, 26, 27, June 1, 2 and 3, 1965, when it required or permitted employes not covered by the Agreement to perform telephone block operator work of clearing the block at Westfield, Massachusetts.

(b) Carrier shall compensate Armand P. Deshais, regularly assigned Agent-Operator at Westfield, for a three (3) hour call on each of the above dates when conductors cleared the block at Westfield. Nine (9) calls. Railroad Docket 10,130.

CLAIM NO. 9

(a) Carrier violated the Agreement between the parties when on June 28, 29, 30, July 1, 2, 7, 8, 9, 12, 13, 14, 15 and 16, 1965, it required or permitted employes not covered by the Agreement to perform telephone block operator work of clearing the block at Westfield, Massachusetts.

(b) Carrier shall compensate Armond P. Deshais, regularly assigned Agent-Operator at Westfield, for a three (3) hour call on each of the above dates when conductors cleared the block at Westfield. Thirteen (13) calls. Railroad Docket 10,200.

EMPLOYEES' STATEMENT OF FACTS: An Agreement between the New York, New Haven and Hartford Railroad Company and this Union dated September 1, 1949 as amended and supplemented is available to your Board and by this reference is made a part hereof.

These claims were presented and progressed in accordance with time limits provided by the Agreement up to and including appeal and conference with the highest officer designated by the Carrier to receive appeals. Having failed to reach a settlement, the Employees now appeal to your Honorable Board for adjudication.

All of these claims are on the basis of employes not covered by the Agreement being required or permitted to perform telephone block operator work of clearing the block at stations where telegraphers (block operators) are employed. The claimants were off duty, but available had they been called. They were not called. TCU Exhibits Nos. 1 through 10 are representative of all of the correspondence exchanged in connection with all nine of these claims.

The portions of the Carrier involved in these claims are operated by time-table train orders and manual block system.

Until about 10 years ago, there was a tower at Waterbury known as Bank Street Tower where Block Operators were employed, three tricks or 24 hours per day. All blocking and train order duties were performed at this tower. When Bank Street Tower was closed, these jobs were abolished and the duties of handling train orders and blocking trains were assigned to the Ticket-Agent and Operator-Clerks. This provided blocking service generally between the hours of 5:00 A.M. to 10:00 P.M. As the individual

assigned nor customarily assigned to work at Westfield, Massachusetts, the conductor of freight train NY-2 contacted the operator in control of the block to Westfield and reported himself clear of the block.

Claims were initiated on behalf of Operator Armand P. Deshais, Westfield, Massachusetts, for calls on the dates specified in Claims Nos. 8 and 9 (Railroad Dockets 10,140 and 10,200). These claims were progressed through the prescribed channels on the property up to and including the undersigned.

Attached in exhibit form is copy of the pertinent correspondence covering Claims 8 and 9:

K - General Chairman's appeal in Claim No. 8.

L - Carrier's decision in Claim No. 8.

M - General Chairman's appeal in Claim No. 9.

N - Carrier's decision in Claim No. 9.

The claims were denied on the property on the basis that it is a well established practice that the work of reporting the clearing to the operator in control of the block is not the exclusive work of a telegrapher.

Copy of the Agreement between the parties dated September 1, 1949, as amended, is on file with your Board and is, by reference, made a part of this submission.

(Exhibits not reproduced.)

OPINION OF BOARD: The essential issues and material facts involved in this dispute are identical with those considered by this Division in Awards 16303 and 16304. Accordingly, we will deny this claim for the reasons discussed in these previous Awards.

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 not violated by the Carrier.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1968.

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