



Award No. 17015
Docket No. TE-15742

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Jerry L. Goodman, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Pennsylvania Railroad, that Carrier violated the provisions of the Telegraphers' Agreement by permitting Conductor Gadberry on IS-21 run release on interlocking plant at Switz City at 6:58 A. M., April 20, 1962, work which was formerly performed by the block operator at closed block station Switz City. Block Operator J. T. Coyne was available and is entitled to one call at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: The current Agreement between the parties has been effective since September 1, 1949, superseding previous Agreement of May 16, 1943. The Scope thereof provides:

"The provisions set forth in this Agreement shall constitute separate Agreements between The Pennsylvania Railroad Company and its employees, and the Baltimore and Eastern Railroad Company and its employees, of the classifications set forth below, represented by The Order of Railroad Telegraphers, and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified therein.

**The Pennsylvania
Railroad Company**

**Baltimore & Eastern
Railroad Company**

Group 1. Station Agents and
Assistant Agents
Classified herein.

Station Agents and
Assistant Agents
Classified herein."

Group 2. Managers and
Assistant Managers,
Wire Chiefs and
Assistant Wire Chiefs,
Train Directors and
Assistants, Telegra-
phers, Telephone
Operators (Except
Telephone Switchboard
Operators), Block
Operators, Operator-
Clerks, Levermen,
Printer-Operators.

in error, as the time release did not automatically operate the home signal, nor was the time release used in the event of signal failure by the Block Operators at Switz City.

Therefore, so far as the Carrier is able to anticipate the basis of the Employees' claim, the questions to be decided by your Board are whether the operation of a time release by the Conductor here involved is work which was formerly performed by the Block Operators, including Claimant at Switz City, and, in the event that it is found that the Conductor is performing the same, whether the work accrues exclusively to Block Operators under the Scope Rule of the applicable Schedule Agreement, and whether the Claimant is entitled to the compensation claimed.

(Exhibits not reproduced.)

OPINION OF BOARD: Prior to April 4, 1962, Claimant was the regularly assigned incumbent of the second trick Block Operator position at Switz City, Indiana. His duties included, among other things, handling movements of Carrier's trains and those of the Illinois Central Railroad over the intersection of the tracks of the two Carriers, by means of a manually operated interlocking.

On April 4, 1962, the block station at Switz City was closed, and the manual interlocking was replaced by an automatic interlocking, resulting in the two block operator positions being abolished.

On April 20, 1962, Carrier's train arrived at Switz City, and, because the appropriate signal at the automatic interlocking did not clear for the movement of the train, the conductor, in accordance with previous instructions, set a time release to clear the signal and permit the train to proceed over the crossing of the Illinois Central tracks.

The Scope Rule in the subject Agreement is of the general type in that it does not describe or define the work accruing to the positions set out.

In essence, Organization contends that the Agreement was violated when Carrier abolished Claimant's block operator position and allowed the remaining work accruing to that position to be performed by the conductor.

Carrier's counter contention is that the work performed by the conductor had never historically, traditionally and customarily been performed throughout the system by block operators to the exclusion of all others.

Thus, Organization had the burden of proving that the work performed by the conductor was work which had historically, traditionally and customarily been performed throughout the system by block operators, to the exclusion of all others.

The Organization has failed to meet this burden of proof; therefore, the claim is denied.

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.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 25th day of March 1969.