



Award Number 17335

Docket Number TE-16536

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David H. Brown, 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, that:

CLAIM NO. 1

- (a) Carrier violated the Agreement between the parties when on March 8, 9, 12, 15, 16, 19, 22, 26, 29, 30 and April 2, 1965 it required or permitted employees not covered by the Agreement (Highway Rail Car Operators), to copy motor, hand car messages and block these vehicles at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier violated the Agreement between the parties when on March 24, 29 and 31, 1965, it required or permitted employees not covered by the Agreement (train conductors) to do block operator work of clearing the block at Plainville, Connecticut.
- (c) Carrier shall pay Mr. J. T. Carrah, ticket agent-operator at Plainville, Connecticut, a call, two hours at time and one-half for each of the violations listed in parts (a) and (b) of this claim, thirteen (13) calls.

Railroad Docket 10,031.

CLAIM NO. 2

- (a) Carrier violated the Agreement between the parties when on April 5, 6, 9, 19, 20 and 23, 1965, it required or permitted employees not covered by the Agreement (Highway Rail Car Operators) to copy motor, hand car messages and block these vehicles at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Currah, ticket agent-operator at Plainville, Connecticut, a call, two hours at time and one-half for each of the violations listed in part (a) of this claim, six (6) calls.

Railroad Docket 10,100.

CLAIM NO. 3

- (a) Carrier violated the Agreement between the parties when on April 19, 20, 23, 26, 28, and 30, 1965, it required or permitted employees not covered by the Agreement (Highway Rail Car Operators) to copy motor, hand car messages and block these vehicles at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Carrah, ticket agent-operator at Plainville, Connecticut, a call, two hours at time and one-half for each of the violations listed in part (a) of this claim, six (6) calls.

Railroad Docket 10,101.

CLAIM NO. 4

- (a) Carrier violated the Agreement between the parties when on May 3 and 7, 1965 it required or permitted employees not covered by the Agreement (Highway Rail Car Operators) to copy motor, hand car messages and block these vehicles at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Carrah, ticket agent-operator at Plainville, Connecticut, a call, two hours at time and one-half for each of the violations listed in part (a) of this claim, two (2) calls.

Railroad Docket 10,102.

CLAIM NO. 5

- (a) Carrier violated the Agreement between the parties when on May 17, 18 and 21, 1965 it required or permitted employees not covered by the Agreement to copy motor, hand car messages and obtain the block for these vehicles at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Carrah, ticket agent-operator at Plainville, Connecticut, a call, two hours at time and one-half for each of the violations listed in part (a) of this claim, three (3) calls.

Railroad Docket 10,141.

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 the 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.

The portion of the Carrier involved in these claims is operated by time table, train orders and manual block system. The violations in all of these

trains cleared the block to the operator in control thereof outside of the assigned hours of the claimant.

Claims 2 through 5 (Railroad Dockets 10,100, 10,101, 10,102 and 10,141 respectively) involve alleged violation of the applicable schedule on the dates specified when an employee represented by the Transportation-Communication Employees Union is neither regularly nor customarily assigned at Plainville, employees represented by the Brotherhood of Maintenance of Way Employees' organization operating Highway-Rail motor hand cars stopped at Plainville and by telephone at that location contacted the operator in control of the block at either S.S. 75 or Waterbury—an employee represented by the Transportation-Communication Employees Union. The operator in control of the block relayed to the track patrolman at Plainville a motor hand car message from the dispatcher advising of any extra trains that would operate on the line.

Claims in each of the five cases involved were initiated on behalf of Operator J. T. Carrah. 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 1-5:

"A"—General Chairman's appeal in Claim 1.

"B"—General Chairman's appeal in Claim 2.

"C"—General Chairman's appeal in Claim 3.

"D"—General Chairman's appeal in Claim 4.

"E"—Carrier's decision on Claims 1 through 4.

"F"—General Chairman's appeal in Claim 5.

"G"—Carrier's decision in Claim 5.

"H"—Organization letter of intent to institute proceedings before your Board.

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: Claims 1 through 4 are clearly barred under the terms of Section 1(c) of Article V of National Agreement dated August 21, 1954.

Claim Number 5 is good under the holdings in our Awards 5431, 8133, and 14301 on this property.

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

Claims 1 through 4 are barred by limitations. The Agreement was violated insofar as Claim Number 5 is concerned.

A W A R D

Claims 1 through 4 are dismissed. Claim 5 is sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of July 1969.