

Corrected Copy



Award Number 17501

Docket Number TE-16691

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, 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 August 10, 11, 13, 24, 27 and 27, 1965 it permitted or required employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Mr. L. Bloom, regularly assigned to the 2:00 P.M. to 10:00 P.M. operator clerk position at Waterbury shall be paid for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury outside of his assigned hours. Six (6) calls. Railroad Docket 10223.

CLAIM NO. 2

- (a) Carrier violated the Agreement between the parties when on September 21, 28, October 4, 5, 12 and 19, 1965 it permitted or required employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Mr. A. J. Barkauskas, regularly assigned to the relief position at Waterbury and working between 3:00 P.M. and 11:00 P.M. on these dates shall be paid for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury outside of his assigned hours. Six (6) calls. Railroad Docket 10241.

CLAIM NO. 3

- (a) Carrier violated the Agreement between the parties when on July 19, August 16, 22, 23 and 31, 1965 it required or permitted employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.

- (b) Mr. A. J. Barkauskas, regularly assigned to the relief position at Waterbury working 2:00 P.M. to 10:00 P.M. on the above dates shall be paid for a three (3) hour call on each of those dates when conductors cleared the block at Waterbury outside of his assigned hours. Six (6) calls. Railroad Docket 10226.

CLAIM NO. 4

- (a) Carrier violated the Agreement between the parties when on November 2, 1965 it required or permitted employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Mr. A. J. Barbauskas, regularly assigned to the relief position at Waterbury worked 3:00 P.M. to 11:00 P.M. on the above dates shall be paid for a three (3) hour call when conductors cleared the block at Waterbury outside of his assigned hours. One (1) call. Railroad Docket 10291.

CLAIM NO. 5

- (a) Carrier violated the Agreement between the parties when on September 1, 4, 8, 8, 10, 10, 13, 14, 16, 17, 21, 22 and 24, 1965 it required or permitted employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Mr. L. Bloom, regularly assigned operator-clerk at Waterbury shall be paid for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury outside of his assigned hours. Thirteen (13) calls. Railroad Docket 10258.

CLAIM NO. 6

- (a) Carrier violated the Agreement between the parties when on November 4, 5, 9, 11, 12, 17, 17, 19, 24, December 2, 2 and 3, 1965, it required or permitted employees not covered by the Agreement to do block operator work of clearing the block at Waterbury, Connecticut.
- (b) Mr. L. Bloom, regularly assigned operator-clerk at Waterbury, Connecticut shall be paid for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury outside of his assigned hours. Thirteen (13) calls. Railroad Docket 10292.

CLAIM NO. 7

- (a) Carrier violated the Agreement between the parties when on October 7, 12, 13, 14, 19 and 21, 1965, it required or permitted employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.

- (b) Mr. L. Bloom, regularly assigned operator-clerk at Waterbury shall be paid a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury outside of his assigned hours. Six (6) calls. Railroad Docket 10293.

CLAIM NO. 8

- (a) Carrier violated the Agreement between the parties when on June 30, July 1, 2, 6, 7, 7, 10, 28, 28 and 29, 1965, it permitted or required employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Mr. L. Bloom, regularly assigned to the 2:00 P.M. to 10:00 P.M. operator clerk position at Waterbury shall be paid for a three (3) hour call on each of the above dates when conductors cleared the block at Waterbury outside of his assigned hours. Ten (10) calls. Railroad Docket 10225.

CLAIM NO. 9

- (a) Carrier violated the Agreement between the parties when on November 30, 1965 it required or permitted an employee not covered by the Agreement to perform block operator work of clearing the block at Danielson, Connecticut.
- (b) Mr. H. W. Potter, regularly assigned agent-operator at Danielson shall be paid a three (3) hour call when on November 30, 1965 conductor cleared the block at Danielson outside of his assigned hours. Railroad Docket 10296.

CLAIM NO. 10

- (a) Carrier violated the Agreement between the parties when on January 18, 1966, it required or permitted an employee not covered by the Agreement to perform block operator work of clearing the block at Danielson, Connecticut.
- (b) Mr. D. W. McGaw temporarily assigned agent-operator at Danielson shall be paid a three (3) hour call when the conductor of Work Extra 1210 cleared the block at Danielson. Railroad Docket 10351.

CLAIM NO. 11

- (a) Carrier violated the Agreement between the parties when on December 7, 14, 14, 21, 1965, January 10, 11, 24 and 24, 1966, it required or permitted an employee not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Mr. A. J. Barkauskas, regularly assigned relief operator at Waterbury, Connecticut, shall be paid a call of three (3) hours for each violation. Seven (7) calls. Railroad Docket 10362.

CLAIM NO. 12

- (a) Carrier violated the Agreement between the parties when on February 1, 3, 8, 10, 15, 16, 18, 22 and 25, 1966, it required or permitted employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Carrier shall pay Mr. L. Bloom, regularly assigned operator-clerk at Waterbury, Connecticut a call of three (3) hours for each violation, ten (10) calls. Railroad Docket 10390.

CLAIM NO. 13

- (a) Carrier violated the Agreement between the parties when on February 1, 7, 14 and 22, 1966, it required or permitted employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Carrier shall pay Mr. A. J. Barkauskas a call of three (3) hours for each violation, four (4) calls. Railroad Docket 10391.

CLAIM NO. 14

- (a) Carrier violated the Agreement between the parties when on January 3, 4, 7, 10, 11, 12, 14, 17, 18, 19, 21, 24, 25, 27 and 28, 1966, it required or permitted employees not covered by the Agreement between the parties to perform block operator work of clearing the block at Plainville, Connecticut.
- (b) Carrier shall pay Mr. J. T. Carrah, agent-operator at Plainville, Connecticut, a call for each violation, fifteen (15) calls. Railroad Docket 10361.

CLAIM NO. 15

- (a) Carrier violated the Agreement between the parties when on December 14, 16, 18, 23, 24, 28, 1965, January 4, 6, 8, 13, 15, 20, 22, 26 and 27 and 28, 1966, it required or permitted employees not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Carrier shall pay Mr. L. Bloom, regularly assigned operator-clerk at Waterbury, Connecticut, a call, three hours for each violation, sixteen (16) calls. Railroad Docket 10356.

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.

OPINION OF BOARD: The essential issues and material facts in Claims Nos. 1 through 8, Claims Nos. 11 through 13, and Claim No. 15 are practically identical with those considered in Awards 16304 and 16305 involving the same location, Waterbury, Connecticut. Based on those Awards, which we do not find to be in palpable error, Claims Nos. 1 through 8, Claims Nos. 11 through 13, and Claim No. 15 will be denied.

Claims Nos. 9 and 10 involve Danielson, Connecticut. The Petitioner contends that for many years a second trick position, with assigned hours 4:00 P.M. to midnight, was maintained at Danielson, and previous to that, three tricks were maintained, furnishing blocking and train order service twenty-four hours per day, seven days per week. This contention is not refuted by the Carrier. The alleged violations occurred at about 5:00 P.M. in Claim No. 9 and at about 5:50 P.M. in Claim No. 10. On authority of Award 13696, involving the same parties, Claims Nos. 9 and 10 will be sustained.

Claim No. 14 involves Plainville, Connecticut. The Petitioner contends that up until a few years ago, three telegraphers were employed at Plainville, one on each shift, providing twenty-four hour blocking and train order service, seven days per week, which contention is not refuted by the Carrier. Based on Award 13696, Claim No. 14 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 Employees involved in this dispute are respectively Carrier and Employee 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 only in Claims Nos. 9, 10 and 14.

A W A R D

Claims No. 9, 10 and 14 sustained; Claims No. 1 through 8, Claims Nos. 11 through 13 and Claim No. 15 denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 30th day of September 1969.