



Award Number 17502

Docket Number TE-17022

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Arthur W. Devine, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

**THE NEW YORK, NEW HAVEN AND HARTFORD RAIL-
ROAD 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:

1. Carrier violated the Agreement between the parties when it permitted or required employees not covered by the Agreement to perform block operator work of obtaining or clearing the block at Medfield Junction, Massachusetts on February 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 23, 24, 25, 28, March 1, 2, 3, 4, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 28, 29, 30, 31, April 1, 4, 5, 6, 7 and 8, 1966 and on subsequent dates.
2. Carrier shall compensate the senior idle employee, extra in preference in the amount of a day's pay (8) hours at \$2.8788 per hour, on each date the violation occurred, starting February 1, 1966.

J. R. Ridge was the senior idle extra employee on February 1. In the event no extra employees were available, claim is for regularly assigned employees idle on rest days as follows:

Mondays: T. A. Jones, A. S. Ville, N. R. Lewis

Tuesdays: T. A. Jones

Wednesdays: J. D. McDonald, J. F. Bailey, D. J. Giro

Thursdays: J. R. McDonald

Fridays: W. P. Connolly, J. Pasquine, J. A. MacDonald

(Above employees named in seniority order each day)

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.

Mondays—T. A. Jones, A. S. Villa, N. R. Lewis, H. F. Hickson
Tuesdays—T. A. Jones
Wednesdays—J. D. MacDonald, J. F. Bailey, D. J. Giro
Thursdays—J. F. McDonald
Fridays—W. P. Connolly, J. Pasquine, J. A. MacDonald

The claim arises at Medfield Junction a former interlocking station located at the junction of the Mansfield-Lowell Branch Line and the West Street-Woodside Branch. This agency was abolished in 1958 and there is presently no employees under the scope of the Transportation-Communication Employees Union employed at this point.

The claim involves an alleged violation of the applicable schedule on the dates specified and continuing thereafter when conductors of freight trains and motor hand cars either cleared or obtained the block at Medfield Junction from the operator, who is represented by the Transportation Communication Employees Union, in control thereof either at Clicquot or West Street on the Woodside Branch or Framingham on the Mansfield-Lowell Branch.

The instant claim was progressed through the prescribed channels on the property up to and including the undersigned.

Attached in exhibit form is copy of pertinent correspondence.

"A"—General Chairman's appeal.

"B"—Carrier's decision.

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 claim alleges a violation of the agreement on the grounds that employees not covered thereby were permitted or required to perform block operator work of obtaining or clearing the block at Medfield Junction, Mass., on the dates specified.

The record shows that no position covered by the applicable agreement has been in existence at Medfield Junction since January, 1958, or some eight years prior to the dates involved in the claims. We agree with the Carrier that since the abolishment of the last position covered by the Agreement in January, 1958, Medfield Junction has been in the category of an outlying point at which no telegrapher is located. In these circumstances we find that Awards 7, 10 and 18 of Special Board of Adjustment No. 306, involving the same parties, are controlling. The claim will accordingly be 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.

A W A R D

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 September 1969.