



Award Number 17504

Docket Number TE-17341

**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 June 15, 21, 23, 24, 25, 28, 29 and 30, 1966, it required or permitted employees not covered by the Agreement between the parties to perform block operator work (conductors) of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. L. Bloom, operator at Waterbury, a call, two hours at time and one-half for each violation. Eight (8) calls.

Railroad Docket 10531—BU 12311-29

**CLAIM NO. 2**

- (a) Carrier violated the Agreement between the parties when on July 6, 7, 12, 13 and 20, 1966, it required or permitted employees (conductors) not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. L. Bloom, operator at Waterbury, a call, two hours at time and one-half for each violation: Five (5) calls.

Railroad Docket 10534—BU 12416-29

**CLAIM NO. 3**

- (a) Carrier violated the Agreement between the parties when on August 16, 1966, it required or permitted an employee not covered by the Agreement to perform block operator work (a conductor) of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.

- (b) Carrier shall pay Mr. A. J. Barkauskas, operator at Waterbury, a call, two hours at time and one-half.

Railroad Docket 10536—BU 12417-29

#### CLAIM NO. 4

- (a) Carrier violated the Agreement between the parties when on August 11, 12, 18, 19, 23, 25 and 27, 1966 it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. L. Bloom, operator at Waterbury, a call, two hours at time and one-half for each violation. Seven (7) calls.

Railroad Docket 10549—BU 12432-29

#### CLAIM NO. 5

- (a) Carrier violated the Agreement between the parties when on September 14, 20, 20, 21, 22 and 24, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. A. J. Barkauskas, operator at Waterbury, a call, two hours at time and one-half for each violation. Six (6) calls.

Railroad Docket 10586—BU 12509-29

#### CLAIM NO. 6

- (a) Carrier violated the Agreement between the parties when on November 7, 15, 29 and 30, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. A. J. Barkauskas, operator at Waterbury, a call, two hours at time and one-half for each violation. Four (4) calls.

Railroad Docket 10614—BU 12514-29

#### CLAIM NO. 7

- (a) Carrier violated the Agreement between the parties when on September 27, 27, 28: October 13, 18, 24 and 25, 1966 it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.

- (b) Carrier shall pay Mr. A. J. Barkauskas, operator at Waterbury, a call, two hours at time and one-half for each violation. Seven (7) calls.

Railroad Docket 10615—BU 12515-29

#### CLAIM NO. 8

- (a) Carrier violated the Agreement between the parties when on September 7, 7 and 9, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. L. Bloom, operator at Waterbury, a call, two hours at time and one-half for each violation. Three (3) calls.

Railroad Docket 10616—BU 12516-29

#### CLAIM NO. 9

- (a) Carrier violated the Agreement between the parties when on October 5, 6, 8, 11, 12, 15, 22, 25, 27, 28; November 3, 3, 9, 11, 12, 16, 17, 19, 22, 24; December 1 and 2, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. L. Bloom, operator at Waterbury, a call, two hours at time and one-half for each violation. Twenty-two (22) calls.

Railroad Docket 10617—BU 12517-29

#### CLAIM NO. 10

- (a) Carrier violated the Agreement between the parties when on December 12, 13 and 30, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. A. J. Barkauskas, operator at Waterbury, a call, two hours at time and one-half for each violation. Three (3) calls.

Railroad Docket 10652—BU 12519-29

#### CLAIM NO. 11

- (a) Carrier violated the Agreement between the parties when on December 7, 8, 8, 16, 17, 21, 22, 23 and 24, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Water-

bury, Connecticut, a station where a telegrapher was available to do this work.

- (b) Carrier shall pay Mr. L. Bloom, operator at Waterbury, a call, two hours at time and one-half for each violation. Nine (9) calls.

Railroad Docket 10654—BU 12521-29

**CLAIM NO. 12**

- (a) Carrier violated the Agreement between the parties when on July 5, 6, 7, 8, 11, 13, 14, 18, 19, 20, 21, 22, 25, 26, 27 and 29, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Carrah, operator at Plainville, a call, two hours at time and one-half for each violation. Sixteen (16) calls.

Railroad Docket 10535—BU 12312-29

**CLAIM NO. 13**

- (a) Carrier violated the Agreement between the parties when on October 24, 25, 26, 28, 31; November 1, 2, 3, 4, 7, 9, 10, 11, 14, 16, 18, 21, 22, 23 and 25, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Carrah, operator at Plainville, a call, two hours at time and one-half for each call. Twenty (20) calls.

Railroad Docket 10618—BU 12518-29

**CLAIM NO. 14**

- (a) Carrier violated the Agreement between the parties when on November 28, 29, 30, December 1, 5, 6, 11, 19, 20, 21, 23, 27, 28 and 30, 1966, it required or permitted employees not covered by the Agreement (conductors) to perform block operator work of clearing the block at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Carrah, operator at Plainville, a call, two hours at time and one-half for each call. Fourteen (14) calls.

Railroad Docket 10655—BU 12522-29

**CLAIM NO. 15**

- (a) Carrier violated the Agreement between the parties when on Saturday, August 6, 1966, it required or permitted an employee not covered by the Agreement (a conductor) to perform block operator work of clearing the block at Naugatuck, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. C. O. Steeves, a ticket-agent-operator at Naugatuck, a call, two hours at time and one-half.

Railroad Docket 10533—BU 12415-29

#### EMPLOYEES' STATEMENT OF FACTS:

##### (a) STATEMENT OF THE CASE

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.

These claims arose as a result of Carrier's continuing practice of requiring and/or permitting employees (conductors) not covered by the Telegraphers' Agreement to clear the block at the stations named in these fifteen (15) claims at times when the telegraphers employed at these stations were off duty but available to be called to do the work. They were not called. The Employees do not request that dockets be combined but, as a matter of information, there are a number of identical claims before your Board at this time.

##### (b) ISSUE

Are telegraphers (block operators) employed at stations but are off duty, entitled to be compensated on a call basis when employees (conductors) not covered by the Agreement do the work of clearing or obtaining the block at such stations?

##### (c) FACTS

The portions of the Carrier's lines involved in these claims are operated by time-table, train orders and manual block system. The locations in these fifteen (15) claims fall in the same category, conductors clearing the block, and in one instance obtaining the block, by the use of the telephone at stations where the claimants were employed but not on duty. They were available to respond to calls to do the work; they were not called. No emergency was present, the practice continues despite a continuing stream of claims and numerous awards sustaining the Employees in identical situations.

At Waterbury, Connecticut, telegraphers are employed and blocking service is maintained by them between the hours of 5:00 A.M. and 10:00 P.M., daily. The crews of two freight trains complete their day's work at Water-

Attached in exhibit form is copy of pertinent correspondence covering Claims Nos. 1 through 15:

- "A"—Carrier's decision in Claim No. 1
- "B"—Carrier's decision in Claim No. 2
- "C"—Carrier's decision in Claim No. 3
- "D"—Carrier's decision in Claim No. 4
- "E"—Carrier's decision in Claim No. 5
- "F"—Carrier's decision in Claim No. 6
- "G"—Carrier's decision in Claim No. 7
- "H"—Carrier's decision in Claim No. 8
- "I"—Carrier's decision in Claim No. 9
- "J"—Carrier's decision in Claim No. 10
- "K"—Carrier's decision in Claim No. 11
- "L"—Carrier's decision in Claim No. 12
- "M"—Carrier's decision in Claim No. 13
- "N"—Carrier's decision in Claim No. 14
- "O"—Carrier's decision in Claim No. 15

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 Nos. 1 through 11 involve the same issues, essentially the same facts, and the same location, Watubury, Connecticut, as were involved in Awards 16304, 16305 and 17501. For the reasons stated in those Awards involving this location, Claims Nos. 1 through 11 will be denied.

Claims Nos. 12, 13 and 14 involve Plainville, Connecticut. For the reasons given in Award 17501 concerning Plainville, Claims Nos. 12, 13 and 14 will be sustained.

Claim No. 15 involves Naugatuck, Connecticut. The record shows that at Naugatuck, the Claimant is assigned to work 6:30 A.M. to 2:30 P.M., Mondays through Fridays, with rest days Saturday and Sunday. The Petitioner contends that the alleged violation occurred on Saturday, August 6, 1966, when train NX15 took the siding at Naugatuck and, by the use of the telephone, the Conductor cleared the block at 2:35 P.M., and again when ready to leave Naugatuck, the Conductor obtained the block by use of the telephone to permit his train to occupy the main track. There is no showing that a telegrapher has ever been employed at Naugatuck after 2:30 P.M. The alleged violation did not occur within the hours of Claimant's week-day assignment. Claim No. 15 will 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 violated only in Claims Nos. 12, 13 and 14.

**A W A R D**

Claims Nos. 1 through 11, and Claim No. 15 denied; Claims 12, 13 and 14 sustained.

**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.