



Award Number 17505

Docket Number TE-17816

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 January 3, 5, 6, 9, 10, 13, 17, 18, 19, 20, 23, 24, 25, 27, 30, 31, February 1, 3, 6, 9, 10, 13, 14, 16, 17, 20, 21, 23, 24, 27, 28, March 1 and March 3, 1967, it required or permitted employees not covered by the Agreement (conductors of trains) to perform block operator work of clearing the block at Plainville, Connecticut, a station where a telegrapher was employed and available to be called to do the work.
- (b) Carrier shall pay Mr. J. T. Carrah, operator at Plainville, Connecticut, a call, two hours at time and one-half for each violation. Thirty-three (33) calls. Railroad Docket 10716.

CLAIM NO. 2

- (a) Carrier violated the Agreement between the parties when on January 17, 24, 30, February 7, 13, 14, 21 and 28, 1967 it required or permitted employees not covered by the Agreement (conductors of trains) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where telegraphers were employed and available to do the work.
- (b) Carrier shall pay Mr. A. J. Barkauskas, operator at Waterbury, Connecticut, a call, two hours at time and one-half for each violation. Eight (8) calls. Railroad Docket 10715.

CLAIM NO. 3

- (a) Carrier violated the Agreement between the parties when on January 5, 6, 7, 11, 11, 13, 14, 21, 25, 25, February 14, 16, 17, 18, 23, 1967, it required or permitted employees not covered by the Agreement (conductors of trains) to perform block operator work of clearing the block at Waterbury, Connecticut, a station where telegraphers were employed and available to do the work.

- (b) Carrier shall pay Mr. L. Bloom, operator at Waterbury, Connecticut, a call, two hours at time and one-half for each violation. Fifteen (15) calls. Railroad Docket 10740.

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 timely presented and progressed in accordance with the provisions of the Agreement, including conference with the highest officer designated by the Carrier to receive appeals, and has been declined. The Employees, therefore, appeal to your Honorable Board for adjudication.

These claims arose when Carrier required and/or permitted employees (conductors) not covered by the Agreement to perform the duties of block-operator at Plainville and Waterbury, Connecticut, stations where telegraphers were employed, during hours when the telegraphs were off duty but were available to have responded to calls to perform work. This issue is now before your Honorable Board in several dockets, among which are TE-16406, TE-16459, TE-16691 and TE-17030. In the process of being docketed also are Employees' files TCU 5210 and 5221. The issues in those dockets and files are identical to the issues in the instant claim.

(b) ISSUES

Is a telegrapher entitled to compensation on a call basis when employees (conductors) not covered by the Agreement, clear the block at a station where he is employed, during hours when he is off duty and can be promptly located to do the work?

(c) FACTS

Claimant J. T. Carrah is regularly employed as operator-clerk at Plainville, Connecticut. While on duty he performs all of the duties of a block operator, that is, admits trains to the block and clears the block when trains have cleared the block. His hours are generally 7:30 A.M. to 4:30 P.M., with one hour deducted for lunch.

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 all of these claims fall in the same category, conductors clearing the block by 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.

Two of the Carrier's main tracks cross at Plainville—the trains involved in the incidents in these claims arrive on one line then switch to the other to continue the trip. When the train is clear of the track on which it arrives, under Carrier's Operating Rules, the block must be cleared, else other trains are not permitted to enter the block that it has left. When this happens during the hours when the Claimant is on duty he does the work.

"C"—Acting General Chairman's appeal in Claim No. 2

"D"—Carrier's decision in Claim No. 2

"E"—General Chairman's appeal in Claim No. 3

"F"—Carrier's decision in Claim No. 3

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: Claim No. 1 involves the alleged blocking of trains by employes not covered by the Agreement at Plainville, Connecticut, which location was involved in our Awards 17501, 17503, and 17504. For the reasons given in those Awards, Claim No. 1 will be sustained.

Claims Nos. 2 and 3 involve Waterbury, Connecticut, which location was involved in Awards 16304, 16305, 17501, 17503 and 17504. For the reasons given in those Awards, Claims Nos. 2 and 3 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 Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That the Agreement was violated only in Claim No. 1.

A W A R D

Claim No. 1 sustained; Claims Nos. 2 and 3 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.