

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19347
Docket Number TE-17648

Joseph E. Cole, Referee

(Brotherhood of Railway, Airline and Steamship Clerks,
(Freight Handlers, Express and Station Employees
((Formerly Transportation-Communication Employees Union)
PARTIES TO DISPUTE: (
(The Pittsburgh & Lake Erie Railroad Company

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the New York Central System
(PLE), that:

1. On November 11, 1966, the Carrier violated and continues to violate the Transportation-Communication Employees Union Agreement at Dickerson Run, Pennsylvania when it required and permits train service employees, not covered by Telegraphers' Agreement to perform the telephone communication work in connection with reporting (OSing) trains, a service customarily performed by the operator on duty at this station.

Carrier shall be required, because of this violation, to compensate the operator on duty at Connellsville, Pennsylvania, during the hours of 12 midnight and 8:00 a.m., at the time of the violations, the amount of \$22.74 for each violation going back for a period of 60 days or from September 16, 1966, for a retroactive claim for each violation as shall be determined by a joint check of appropriate records to show trains arriving at Dickerson Run at 12:01 a.m. or later when there was no operator on duty at Dickerson Run.

As listed in your letter of January 23, 1967, this request is in behalf of 63 named claimants covering specified dates and times commencing September 16, 1966, and continuing account conductors at Dickerson Run, Pennsylvania reporting off and/or asking permission to proceed east.

OPINION OF BOARD: In this dispute the Employees allege violation of their agreement with the Carrier, including a Memorandum of Agreement dated December 13, 1954, occurs when train crews of trains arriving at and departing from Dickerson Run communicate with a telegrapher at "BV" McKeesport, giving and receiving reports, required by the Carrier, concerning such arrivals and departures.

Although both parties attempt to relate the facts of this dispute to those of other cases where they are or have been involved, we are convinced that there are distinguishing differences.

A thorough and careful study of the record shows that the Memorandum of Agreement dated December 13, 1954, cannot properly be related to the actions here complained of because, being a special agreement provision, it must be

restricted narrowly to the subjects specifically referred to, none of which involve the reporting of arrival time or information as to departure.

Nor do the Employees establish by any evidence of probative value that any other agreement provision prohibits the specific use of the telephone as revealed by the record.

Accordingly, the claim must be denied. Obviously, because of the unique nature of this controversy this decision is confined to the facts of this case and may not properly be used as a precedent where the facts may be different.

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:

E. A. Killen
Executive Secretary

Dated at Chicago, Illinois, this 28th day of July 1972.