

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 19375
Docket Number TE-16544

Thomas L. Hayes, Referee

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

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on The Pittsburgh & Lake Erie Railroad Company, that:

1. Carrier violated the December 13, 1954 Agreement when it required the Yardmaster located at Dickerson Run, Pa. to transmit the following instructions to the Yardmaster at Bowest, Pa., which is outside of the Dickerson Run Yard District, January 24, 1965, C&E - BTI - Extra 505 Connellsville, "Pull your train in on #7 carefully, close angle cock on west car, engines back 28. F.W.L. 12:47 P.M., Yardmaster Dickerson Run, Ben Husband, Yardmaster Bowest L. O. Burke.

Claim is hereby presented for Operator J. P. John, on January 24, 1965, at the time of violation of Claim #1, for the amount of \$2.75 per hour for 8 hours or a total claim of \$22.02.

This is to be a continuing claim for each time the Yardmaster at Dickerson Run transmits instructions outside of his Yard District, (107-7903) (TE-471)

2. Carrier violated the December 13, 1954 Agreement when it permitted and required the Yardmaster located at Dickerson Run, Pa. to transmit the following instructions to Yardmaster Timbath at Bowest.

"Place Piggy Back empties on No. 4 Piggy Back track. Back Connellville against permanent ramp." "At Dickerson Run, pull in on #28 track, stop at East End. Engines back #27 track."

The above message was transmitted about 2:50 A.M. on January 26, 1965.

Claim is also presented for Operator C. W. Metzger on duty on January 26, 1965, at the time of violation of Claim No. 2, for the amount of \$2.75 per hour or 8 hours for a total claim of \$22.02 for Mr. Metzger.

This is to be a continuing claim for each time the Yardmaster at Dickerson Run transmits instructions outside of his Yard District. (107-7903) (TE-472)

OPINION OF BOARD: This dispute relates to two instances, January 24 and 26, 1965, when a yardmaster at Dickerson Run, in communication with a yardmaster of the Western Maryland Railroad at Bowest, transmitted instructions covering the yarding of Western Maryland trains when they reached the Dickerson Run Yard.

The petitioner contends that such handling of instructions violated a Memorandum of Agreement dated December 13, 1954, which has the effect of restricting communications of the kind here involved to the particular yard districts as defined therein.

In addition to the two dates specified, claim is also made on a continuing basis "for each time the yardmaster at Dickerson Run transmits instructions outside of his Yard District."

Carrier resists the claims, contending that the Memorandum of Agreement has no application when Western Maryland trains are involved, and that the claim for subsequent dates is invalid for lack of specificity.

After a careful consideration of the entire record we conclude that the Memorandum of Agreement makes no distinction with respect to the identity of trains that may be involved, therefore, the claims for the specific dates of January 24 and 26, 1965, must be sustained. The claims for subsequent dates, however, lacking the necessary specifics of facts and dates, which conceivably could be different for instances where it might be alleged that the yardmaster improperly transmitted instructions outside his district, are speculative rather than of a continuing nature. Therefore, these portions of the claims are denied.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 as set out in the Opinion.

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Claims sustained to the extent indicated in the Opinion and Findings.

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.