

Award No. 14270
Docket No. TE-14271

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Don Hamilton, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION
(Formerly The Order of Railroad Telegraphers)

THE PENNSYLVANIA RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on the Pennsylvania Railroad, that:

Carrier violated the provisions of the Telegraphers' Agreement, July 6, 1961, by permitting Conductor Cannady copy Train Order No. 11 at Lebanon, a closed Block Station. Regular assigned Block Operator C. T. Easley was available and is entitled to one call at the time and one-half rate.

EMPLOYEES' STATEMENT OF FACTS: This claim involves the violative handling of a train order by an engine service employe on Train No. 95 at Lebanon, Indiana at 2:24 A.M., July 6, 1961. Lebanon existed for many years as a Block Station where train orders were exclusively handled by employes covered by the Telegraphers' Agreement. The last Block Operator's position at this point was closed in 1958.

Lebanon is located on the Carrier's main line extending westward 200 miles from Louisville, Kentucky, to Logansport, Indiana. Indianapolis is about half-way between the two terminals. The Time Table listing of stations between Indianapolis and Logansport, east to west, together with mileage from Indianapolis, is set forth below:

Indianapolis	0.0
West Street	0.4
Woods	1.6
Kraft	3.0
Davis	6.9
Burr	19.2
Herr	24.6
Lebanon	31.6
Pike	37.2

obtained, and when the train has entered the main track it must report clear of the secondary track. The same procedure must be followed where a secondary track branches off another secondary track.

A number of other uses are made of the telephone on both main and secondary tracks, such as obtaining permission to cross over from one track to another in double track territory; calling to obtain information as to station stops to be made to pick up or set off cars; receiving instructions as to when and where to take a siding, etc.

All of these uses of the telephone as well as many others connected with the movement of trains have been in effect on this Carrier for over 40 years, and Arbitration Award 153 specifically permits all such uses of the telephone on both main and secondary tracks, except that that Award prohibits the copying of train orders under certain specifically defined circumstances. As will be shown later, none of these specifically defined circumstances are to be found in the instant claim, and the copying of train orders by train and engine crews at the siding here involved is work the Carrier may properly require under the express provisions of the Arbitration Award.

As pointed out in detail below, Arbitration Award No. 153 specifically permits the Carrier to require engine and train crews to use the telephone to copy train orders except: (1) at points where, and during the hours when, Block or Telegraph or Telephone Operators are scheduled to be on duty; (2) or at block stations which have been closed or abolished since May 1, 1938; (3) or at block limit stations which have been established since May 1, 1938, or which may hereafter be established.

There is not now nor has there ever been, either prior or subsequent to May 1, 1938, a block station or block limit station at the south end of the siding at Lebanon, Indiana, and it is, therefore, a location at which Arbitration Award No. 153 specifically permits the Carrier to require engine and train crews to use the telephone to copy train orders. There was, however, a block station at Lebanon, located approximately 1¼ miles from the south switch, prior to May 25, 1961, and the Arbitration Award prohibits the copying of train orders by train or engine crews by the use of the telephone at the closed block station. The Organization contends that, since the Arbitration Award prohibits the copying of train orders at the closed station, it is, in effect, a violation for the Carrier to require the copying of orders at other points.

(Exhibits not reproduced.)

OPINION OF BOARD: The same basic questions which are presented in this case were before the Board in Award No. 13314, involving these identical parties. The issues were discussed at length in that award, and we adopt the opinion therein expressed as controlling in the instant case.

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.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of **THIRD DIVISION**

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of March 1966.

CARRIER MEMBERS' DISSENT TO AWARD NO. 14270,
DOCKET NO. TE-14271 (Referee Hamilton)

We dissent for the reasons set forth in detail in Carrier Members' Dissent to Award 13314 (Hamilton) involving a similar dispute between these same parties.

R. A. DeRossett
G. L. Naylor
C. H. Manoogian
W. M. Roberts