

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Bernard E. Perelson, 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 Telegraphers' Agreement on first (1), second (2) and third (3) tricks of May 30, 1962, by closing Columbus Block Station and did not abolish the work, but instead required third (3rd) trick operator "F. P. Gosnell" May 29, 1962 leave train order No. 7, May 30, 1962 completed at 1:54 A. M., over in the scale house for the locals and work train to pick up. Regular assigned operators H. F. Taskey, J. C. Morrison and E. Beanblossom are entitled to eight hours' straight time and eight hours pro rata pay each. Regulation - Scope, 4-D-1, 4-G-1, 4-H-1 (a), 5-F-1, and 5-G-1.

EMPLOYEES' STATEMENT OF FACTS: Claimants are the regularly assigned block operators at Columbus, Indiana. Their assignments are as follows:

H. F. Taskey	7:00 AM to 3:00 PM, daily except Sat & Sun
J. C. Morrison	3:00 PM to 11:00 PM, daily except Sat & Sun
E. Beanblossom	1:00 PM to 7:00 AM, daily except Mon & Tues

Columbus, Indiana is located on Carrier's Louisville Branch between Louisville, Kentucky and Indianapolis, Indiana. It is 41 miles south of Indianapolis at the point where there is a junction with a secondary main track which runs southeasterly for a distance of 45.2 miles to Madison, Indiana, and where there is a junction with another secondary main track which runs northeasterly for a distance of 57.3 miles to Bentonville, Indiana.

On Wednesday, May 30, 1962, Train Order No. 7 was addressed to "C&E all trains starting at Columbus" and read as follows:

"Columbus Block Station will be closed 7:01 Seven one A. M. May 30, 1962 until 7:01 Seven One A. M., May 31, 1962."

This order was completed at 1:54 A. M., May 30, 1962, having been copied by F. P. Gosnell, regularly assigned relief block operator who was on duty at Columbus from 11:00 P. M., Tuesday, May 29, until 7:00 A. M., Wednesday, May 30, 1962. This tour of duty was a part of his regular assignment.

"Columbus Block Station will be closed 7:01 Seven one A. M., May 30, 1962 until 7:01 Seven one P. M., May 31, 1962."

At the completion of his tour of duty, Operator Gosnell placed several copies of Train Order No. 7 in the waybill box at the "Scale House", Columbus Yard, for crews reporting for duty at Columbus during the twenty-four (24) hour period the Block Station was to be closed.

A copy of Train Order No. 7 was picked up by the crew of Local Freight Train IS-19, engine 5924 at 4:30 A. M., May 31, 1962. The crew of Work Train 9441 picked up a copy of the train order at 7:00 A. M., May 31, 1962.

By letter dated June 24, 1962, to the Passenger Train Master-Division Operator, the District Chairman, The Order of Railroad Telegraphers, presented a claim in substantially the same form as that quoted at the beginning of this submission. The Passenger Train Master-Division Operator denied the claim in a letter dated July 5, 1962, following which the District Chairman listed the claim for discussion with the Superintendent, Personnel of the former Southwestern Region.

The Superintendent, Personnel, following a review of this matter at the September 12, 1962, meeting, denied the claim in his letter of September 18, 1962, resulting in the formulation of a Joint Submission for the further handling of the dispute by the General Chairman of the Organization with the Manager, Labor Relations, the highest officer of the Carrier designated to handle disputes on the property. A copy of the Joint Submission is attached as Exhibit A.

The claim was discussed by the General Chairman with the Manager, Labor Relations at a meeting held on September 5, 1963, following which the latter, by letter dated October 21, 1963, denied the claim. A copy of this letter is attached as Exhibit B.

Therefore, so far as the Carrier is able to anticipate the basis of this claim, the questions to be decided by your Board are whether the action of the Carrier in requiring Block Operator Gosnell to leave Train Order No. 7, copied by him, in the waybill box at the "Scale House", Columbus Yard, where it was picked up by certain crews reporting for duty at that point, violated the Scope Rule, as well as Regulations 4-D-1, 4-G-1, 4-H-1 (a), 5-F-1 and 5-G-1, of the Telegraphers' Agreement and whether Claimants Taskey, Morrison, and Beanblossom are entitled to the compensation claimed.

(Exhibits not reproduced.)

OPINION OF BOARD: Claimants occupy positions of block operators at Columbus, Indiana. They were given timely notice that their positions would not be filled on the May 30, 1962 holiday, and were paid the eight hours at pro rata provided by the agreement in such cases.

However, a train order, addressed to "C&E all trains starting at Columbus", was received by the third shift block operator prior to completion of his tour of duty which began at 11:00 P. M., May 29. He was instructed to, and did, place several copies of this order in the way bill box, where the crews of the trains addressed could find it.

The Employees contended that the claimants had a right to deliver the train order personally to the crew members addressed, and filed the instant claim.

The agreement here involved does not contain the so-called standard train order rule which has been the subject of numerous awards of this Division.

The burden rests upon the Employees to establish by cogent evidence that some provision that does appear in the agreement supports their claim. A careful study of the record convinces us that they have not met that burden. See Awards 13948 and 13949, involving these same parties, where a similar though not identical question was dealt with.

The claim must be denied for failure of proof.

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 not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 17th day of May 1968.