



Award Number 17503

Docket Number TE-17030

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 & Hartford Railroad, that:

CLAIM NO. 1

- (a) Carrier violated the Agreement between the parties when on Jan. 31, Feb. 1, 4, 7, 8, 11, 14, 15, 16, 18, 21, 23, 24 and 25, 1966 it required or permitted employees not covered by the Agreement to perform block operator work (Conductor of Train NX-18) of clearing the block at Plainville, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. J. T. Carrah, Ticket Agent-Operator at Plainville, Connecticut, a call, two hours at time and one half, for each violation. Fourteen (14) calls.

Railroad Docket 10395

CLAIM NO. 2

- (a) Carrier violated the Agreement between the parties when on March 2, 4, 5, 8, 9, 16, 23, 24 and 26, 1966 it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut, a station where a telegrapher was available to do this work.
- (b) Carrier shall pay Mr. L. Bloom, Operator at Waterbury, a call, two hours at time and one-half for each violation. Nine (9) calls.

Railroad Docket 10,396.

CLAIM NO. 3

- (a) Carrier violated the Agreement between the parties when on March 8, 15 and 21, 1966 it required or permitted employees

(Conductors) not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.

- (b) Carrier shall pay Mr. A. J. Barkauskas, Operator, Waterbury, Connecticut, a call, 2 hours at time and one-half for each violation. Three (3) calls.

Railroad Docket 10,397

CLAIM NO. 4

- (a) Carrier violated the Agreement between the parties when on May 2, 4, 5, 6, 9, 10, 11, 13, 16, 17, 18 and 20, 1966 it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Plainville, Connecticut.
- (b) Carrier shall pay Mr. J. T. Carrah, Ticket Agent Operator at Plainville, Connecticut, a call, two hours at time and one-half for each violation Twelve (12) calls.

Railroad Docket 10,502

CLAIM NO. 5

- (a) Carrier violated the Agreement between the parties on May 23, 24, 25, 27, 31, June 1 and June 3, 1966 when it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Plainville, Connecticut.
- (b) Carrier shall pay Mr. J. T. Carrah, Ticket Agent Operator at Plainville, Connecticut, a call, two hours at time and one-half for each violation Seven (7) calls

Railroad Docket 10,511.

CLAIM NO. 6

- (a) Carrier violated the Agreement between the parties on May 23, June 6, 13, 21 and 21, 1966 when it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Carrier shall pay Mr. A. J. Barkauskas, Operator, Waterbury, Connecticut, a call, two hours at time and one half for each violation Five (5) calls.

Railroad Docket 10,509.

CLAIM NO. 7

- (a) Carrier violated the Agreement between the parties when on June 6, 7, 10, 13, 14, 16 and 21, 1966 it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Plainville, Connecticut.

- (b) Carrier shall pay Mr. J. T. Carrah, Operator, Plainville, Connecticut, a call, two hours at time and one-half for each violation. Seven (7) calls.

Railroad Docket 10,510.

CLAIM NO. 8

- (a) Carrier violated the Agreement between the parties when on March 7, 8, 9, 10, 11, April 4, 6 and 8, 1966 it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Plainville, Connecticut.
- (b) Carrier shall pay Mr. J. T. Carrah, Operator, Plainville, Connecticut, a call, two hours at time and one-half for each violation. Eight (8) calls.

Railroad Docket 10,425.

CLAIM NO. 9

- (a) Carrier violated the Agreement between the parties when on April 11, 12, 14, 21, 22, 25, 26, 27 and 28, 1966 it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Plainville, Connecticut.
- (b) Carrier shall pay Mr. J. T. Carrah, Operator, Plainville, Connecticut, a call, two hours at time and one-half for each violation. Nine (9) calls.

Railroad Docket 10,426.

CLAIM NO. 10

- (a) Carrier violated the Agreement between the parties when on March 30, April 14, 15, 20 and 22, 1966 it required or permitted employees (Conductors) not covered by the Agreement to perform block operator work of clearing the block at Plainville, Connecticut.
- (b) Carrier shall pay Mr. L. Bloom, Operator, Waterbury, Connecticut, a call, two hours at time and one-half for each violation. Five (5) calls.

Railroad Docket 10,440.

CLAIM NO. 11

- (a) Carrier violated the Agreement between the parties when on April 5, 12, 19 and 19, 1966 it required or permitted employees not covered by the Agreement (Conductors), to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Carrier shall pay Mr. A. J. Barkauskas, Operator at Waterbury, Connecticut, a call, two hours at time and one-half for each violation. Four (4) calls.

Railroad Docket 10,423.

CLAIM NO. 12

- (a) Carrier violated the Agreement between the parties when on May 3 and 10, 1966 it required or permitted employees not covered by the Agreement (Conductors) to perform block operator work of clearing the block at Waterbury, Connecticut.
- (b) Carrier shall pay Mr. A. J. Barkauskas, Operator, Waterbury, Connecticut, a call, two hours at time and one-half for each violation. Two (2) calls.

Railroad Docket 10,439.

CLAIM NO. 13

- (a) Carrier violated the Agreement between the parties when on May 13, 1966 it required or permitted an employee not covered by the Agreement (A Conductor) to perform block operator work of clearing the block and obtaining the block at Seymour, Connecticut, at 8:16 A.M. and 8:49 A.M., respectively.
- (b) Carrier shall pay Mr. G. W. Wheeler, Agent-Operator, Seymour, Connecticut, a call, two hours at time and one-half for this violation.

Railroad Docket 10,441.

CLAIM NO. 14

- (a) Carrier violated the Agreement between the parties when on April 20 and 21, 1966 it required employees not covered by the Agreement (Conductors) to perform block operator work of clearing the block, then obtaining the block at North Danielson, Connecticut, after the Agent-Operator was required to go off duty.
- (b) Carrier shall pay Mr. D. Medeiros one hour at time and one-half for each violation.

Railroad Docket 10,422.

EMPLOYEES' STATEMENT OF FACTS: An Agreement between The New York, New Haven & 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 presented and progressed in accordance with the time limits provided by the Agreement up to and including appeal and conference with the highest officer designated by the Carrier to receive appeals. Having failed to reach a settlement, the Employees now appeal to your Honorable Board for adjudication.

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 these

- "A"—Carrier's decision in Claim No. 1
- "B"—Carrier's decision in Claim No. 2
- "C"—Carrier's decision in Claim No. 3
- "D"—Carrier's decision in Claim No. 4
- "E"—Carrier's decision in Claim No. 5
- "F"—Carrier's decision in Claim No. 6
- "G"—Carrier's decision in Claim No. 7
- "H"—Carrier's decision in Claim No. 8
- "I"—Carrier's decision in Claim No. 9
- "J"—Carrier's decision in Claim No. 10
- "K"—Carrier's decision in Claim No. 11
- "L"—Carrier's decision in Claim No. 12
- "M"—Carrier's decision in Claim No. 13
- "N"—Carrier's decision in Claim No. 14

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: The issues in this dispute are practically the same as those involved in Award 17501. For the reasons stated in that Award, Claims Nos. 1, 4, 5, 7, 8, 9, 10, 13 and 14 will be sustained, and Claims Nos. 2, 3, 6, 11 and 12 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 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 only in Claims Nos. 1, 4, 5, 7, 8, 9, 10, 13 and 14.

A W A R D

Claims No. 1, 4, 5, 7, 8, 9, 10, 13 and 14 sustained; Claims Nos. 2, 3, 6, 11 and 12 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.

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