

Award No. 18272

Docket No. TE-17408

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

David L. Kabaker, Referee

PARTIES TO DISPUTE:

TRANSPORTATION-COMMUNICATION EMPLOYEES UNION

ERIE-LACKAWANNA RAILWAY COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Transportation-Communication Employees Union on the Erie-Lackawanna Railroad, that:

CLAIM NO. I

1. Carrier violated the Agreement by causing, requiring and permitting conductors of various trains to handle (receive, copy and deliver) train orders at North Randall, Ohio, on various dates as set forth in Statement of Facts of this claim.

2. Carrier shall, because of the violations in (1) above, be required to compensate the senior idle telegrapher (extra in preference) a day's pay at the hourly rate of \$2.5378, plus all increases since January 1, 1964, for the dates of August 16, 21, 27, 29, September 1, 2, 5, 11, 12, 17, 18, 19, 25, 1965.

CLAIM NO. II

1. Carrier violated the Agreement by causing, requiring and permitting conductors of various trains to handle (receive, copy and deliver) train orders at North Randall, Ohio on various dates as set forth in Statement of Facts.

2. Carrier shall, because of violations in (1) above, be required to compensate the senior idle telegrapher (extra in preference) a day's pay at the hourly rate of \$2.5378, plus all increases since January 1, 1964, for dates of October 8, 12, 23, 24, 30, 31, November 6, 7, 8 and 14, 1965.

CLAIM NO. III

1. Carrier violated the Agreement by causing, requiring and permitting conductors of various trains to handle (receive, copy and deliver) train orders at North Randall, Ohio on various dates as set forth in Statement of Facts.

2. Carrier shall, because of violations in (1) above, be required to compensate the senior, idle telegrapher (extra in preference) a day's pay at the hourly rate of \$2.5378 plus all increases since January 1, 1964 for dates of November 20, 21, 22, 23 and December 4, 1965.

EMPLOYEES' STATEMENT OF FACTS: An Agreement between the Erie Railroad Company and this Union, effective March 1, 1957, as amended and supplemented, is available to your Board and by this reference is being made a part hereof.

These claims were timely presented, progressed and appealed to the highest officer of the Carrier as provided in the Agreement between the parties, including conference. Having failed to reach a settlement, the Employees appeal to your Honorable Board for adjudication. The handling by the Employees has been thorough as evidenced by exact copies of the correspondence and documents exchanged on the property and attached to this submission as TCU Exhibits 1 through 17.

This dispute arose at North Randall, Ohio located on the Mahoning Division of this Carrier, First Sub-Division, TCU Exhibit 16. Carrier required train conductors to copy, receive and deliver train orders at North Randall, a telegraph and/or telephone office where an operator is employed as contemplated by Rule 2 of the basic Agreement between the parties. In some of these claims, Carrier takes the position that the train orders were not copied at a location where operators are employed as they were copied at Cannons, the name given to the switch where eastbound trains leave North Randall to enter the main track. That the east end of the yard at North Randall is designated as Cannons is amply evidenced by Railroad Accident Investigation Report No. 4101, issued by the Interstate Commerce Commission on March 6, 1967, reporting a head-end collision of two Erie-Lackawanna trains at Garrettsville, Ohio on September 15, 1966, TCU Exhibit 17, page 2, second paragraph. Further evidence that Cannons is located in North Randall Yard appears throughout the ICC report as underscored by the Employees.

Carrier further declined some of these claims on the basis that the train dispatcher instead of transmitting the train order directly to conductors, transmitted it first to an operator in Bridge Tower 2.22 in Cleveland, Ohio, who was in turn required to transmit it by telephone to the conductors at North Randall (Cannons). Each of the forty-four train orders at issue in this case are quoted in TCU Exhibits 1, 3 and 6. The attention of your Honorable Board is respectfully directed to the fact that each of these train orders were addressed to the conductors and engineers of the various engines at North Randall.

During the period involved, there were two telegraphers assigned to North Randall, Monday through Friday, the agent-operator 7:00 A. M. to 4:00 P. M., and an operator-clerk 7:00 P. M. to 4:00 A. M. The dates, days of the week and times of the day when these train orders were handled by conductors are listed below:

Aug. 16 — Monday	5:55 p.m.
Aug. 21 — Saturday	9:30 p.m.
Aug. 27 — Friday	1:17 a.m. and 1:28 p.m.

Train Order	Date	Delivered at	Completed	COMMENTS
109	Nov. 20, 1969			
110	Nov. 20, 1965	"CA"	4:29 pm	**Not issued
112	Nov. 20, 1965	"CA"	10:18 pm	
104	Nov. 21, 1965	"SP"	10:24 am	
106	Nov. 21, 1965	"CA"	9:13 am	
103	Nov. 22, 1965	"CA"	6:11 am	
104	Nov. 23, 1965	"CA"	6:03 am	
107	Dec. 4, 1965	"CA"	6:30 am	

Operator Leverman represented by the Transportation Communication Employees Union are employed at Cleveland Bridge Tower, Mile Post 2.22, around-the-clock, seven days per week. During the period involved in these claims, an Agent-Operator was employed at North Randall, Ohio, 7:00 A. M. to 11:00 A. M. and 12:00 Noon to 4:00 P. M. EST, Monday to Friday; and an Operator-Clerk 7:00 P. M. to 11:00 P. M. and 12:00 Midnight to 4:00 A. M. EST, Monday to Friday.

No operator has ever been employed at Cannon Road Crossover "CA".

Claims I and II were timely denied by the Superintendent and consolidated by the General Chairman on appeal to Carrier's highest designated officer on January 5, 1966, Carrier Exhibit D-1. Claim No. III was timely denied by the Superintendent and appealed by the General Chairman on February 28, 1966 per Carrier's Exhibit B-2. Claims were thereafter discussed together in conferences July 13, 14, and 15, 1966, and Carrier's decision confirmed by letter September 9, 1966 per Carrier Exhibits C-1 and C-2. Subsequent exchanges on the property prior to this Board assuming jurisdiction on August 11, 1967 are in evidence as follows:

CARRIER EXHIBIT

D-1	Gen. Mgr-Labor Relations to General Chairman — March 21, 1967
D-2	Gen. Mgr-Labor Relations to General Chairman — March 21, 1967
E	General Chairman to Gen. Mgr-Labor Relations — June 3, 1967
F	General Chairman to Gen. Mgr-Labor Relations — June 12, 1967
G	Gen. Mgr-Labor Relations to General Chairman — August 9, 1967

(Exhibits not reproduced.)

OPINION OF BOARD: This case was heard jointly with Awards Nos. 18271, 18273, 18274, and 18275.

In regard to Claims 1, 2 and 3 which relate to Conductors copying train orders, the Petitioner bases its claims on the same contentions which it set forth in Award 18271.

The Board is of the opinion that the conclusions for its Award 18271 are equally applicable herein.

Accordingly, Claims 1, 2 and 3 are denied for the reasons specifically set forth in Award 18271.

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.

AWARD

Claims 1, 2 and 3 are denied.

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

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 13th day of November 1970.