Award No. 18275
Docket No. TE-17859

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. 1

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 September 7, 12, 14, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, October 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, 1966.

2. Carrier shall, because of violations in (1) above, be required to compensate the agent-operator at North Randall, Ohio, a three hour call at the time and one-half rate for each violation.

CLAIM NO. 2

1. Carrier violated the Agreement by causing, requiring and permitting conductors of various trains to handle (receive, copy and deliver) train orders at Mahoning, Ohio, on October 14, 15, 18, 19, 20, 21, 22, 25, 26, 27, November 2, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 21, 22, 23, 25, 28, 30, December 1, 2, 6 and 7, 1966.

2. Carrier shall, because of violations in (1) above, be required to compensate the agent-operator at Garrettsville, Ohio, a three hour call at the time and one-half rate of pay for each and every violation.

EMPLOYES' STATEMENT OF FACTS:

(a) STATEMENT OF THE CASE

An Agreement between the Erie Railroad Company and this Union, effective March 4, 1957, as amended and supplemented, is available to your Board and by this reference, is made a part hereof.

respectively (Carrier's Exhibits E-1 and E-2). Subsequent pertinent correspondence is identified as Carrier's Exhibits F, G, and H.

The Agent-Operators at North Randall and Garrettsville are not proper claimants in this dispute inasmuch as neither they nor any other telegrapher throughout Carrier's entire system have the demand right to handle train orders at locations where there is no telegraph or telephone office.

(Exhibits not reproduced.)

OPINION OF BOARD: This case was heard jointly with Award Nos. 18271, 18272, 18273 and 18274.

In regards to Claim 1 which relates to handling train orders at Cannons, the Petitioner bases its claim 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, Claim 1 is denied for the reasons specifically set forth in Award 18271.

In relation to Claim 2, the Board must conclude that the Petitioner has failed to sustain its burden of proving that a violation of Rule 2 occurred when Conductors handled train orders as alleged in said Claim. Accordingly, the Claim 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 Employes involved in this dispute are respectively Carrier and Employes 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 and 2 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.

Keenan Printing Co., Chicago, Ill. Printed in U. S. A.