

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Joseph L. Miller, Referee

THE ORDER OF RAILROAD TELEGRAPHERS

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY

STATEMENT OF CLAIM: Claim of the General Committee of the Order of Railroad Telegraphers on the Delaware, Lackawanna & Western Railroad, that the senior extra employe under the Telegraphers' Agreement available on June 17, 21, 22, 24, 25, 26 and 27, 1946, shall be paid a day's pay of eight hours at the established hourly rate of \$1.07½ on each of these days on which the Carrier improperly permitted or required a caretaker, a person not under the Telegraphers' Agreement, to handle baggage at La Plume, Pa., station where no employe under the Telegraphers' Agreement is assigned to work.

EMPLOYEES' STATEMENT OF FACTS: An agreement by and between the parties, hereinafter referred to as the telegraphers' agreement, bearing effective dates of May 1, 1940, and May 22, 1946, as to rules and rates of pay, respectively, is in evidence; copies thereof are on file with the National Railroad Adjustment Board.

The Telegraphers' Agreement in effect 1929 to 1940 listed an agent-operator position at La Plume, Pa., rate of pay 65 cents an hour. This rate progressively increased in accordance with national wage adjustments is \$1.07½ an hour.

During 1929 (exact date unknown to the organization) the agency at La Plume (agent-operator position) was abolished. A caretaker was installed to perform duties incident to such a classified position (caretaker position).

On June 17th, 21st, 22nd, 24th through 27th, 1946, the Carrier by its act of checking baggage destined La Plume established or re-established said agency position, but failed to assign an extra employe from the telegraphers' roster to perform agency duties thereat. Instead, the caretaker at La Plume was required and/or permitted to perform said agency duties.

The organization, in accordance with Rule 1 and Rule 12-(a), made claim on behalf of the senior idle extra list employe for a day's pay on each of these dates because said extra employe was denied seven days' work to which he was entitled. The Carrier denied the claim.

POSITION OF EMPLOYEES: As briefly indicated in the Employees' Statement of Facts, the 1929 telegraphers' agreement listed at La Plume an agent-operator position, rate of pay progressively increased in accordance with national wage adjustments would now be \$1.07½ an hour.

During 1929 (exact date unknown) the Carrier abolished this one-man agency which had been manned by one employe, viz., an agent-operator, who was assigned to and who did perform all of the duties in connection therewith.

OPINION OF BOARD: The station custodian, in this case, several times voluntarily helped a train baggageman unload and distribute baggage to boys getting off a train and bound for a summer camp. This helped the baggageman and helped the boys. We cannot see that it deprived any member of the organization of any work rightfully his. Had the custodian not lent a hand, the result would have been mere inconvenience to baggageman and boys.

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 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 there was no violation of the agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: H. A. Johnson,
Secretary

Dated at Chicago, Illinois, this 9th day of October, 1947.