

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Frank Elkouri, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

THE DELAWARE AND HUDSON RAILROAD CORPORATION

STATEMENT OF CLAIM: Claim of the General Committee of The Order of Railroad Telegraphers on The Delaware and Hudson Railroad:

1. That Carrier violated Agreement between the parties hereto, when on the 1st day of May, 1954, it required and permitted George Riley, a train service employe, not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) Train Order No. 11, at Rockland, New York.
2. That Carrier violated Agreement between the parties hereto, when on the 1st day of May, 1954, it required and permitted George Riley, a train service employe, not covered by the Telegraphers' Agreement, to handle, (receive, copy and deliver) Train Order No. 10, at Burnhams, New York.
3. That Carrier violated Agreement between the parties hereto, when on the 22nd day of February, 1954, it required and permitted Mr. Allen, a train service employe, not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) Train Order No. 10, at Cummings, New York.
4. That Carrier violated the Agreement between the parties hereto, when on the 5th day of February, 1954, it required and permitted Mr. Earle, a train service employe, not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) Train Order No. 9, at Bluff Point, New York.
5. That Carrier violated Agreement between the parties hereto when on the 30th day of January, 1954, it required and permitted Mr. Marcott, a train service employe, not covered by the Telegraphers' Agreement, to handle (receive, copy and deliver) Train Order No. 212, at Chazy, New York.
6. That Carrier shall be required to compensate the senior idle telegrapher (extra in preference) for one day's pay (8 hours), at the minimum telegraphers' rate (time and one-half for February 22, 1954) on the Champlain Division Seniority District, for each and every day the Agreement was violated as hereinabove set out.

Carrier affirmatively states that all matters referred to in the foregoing have been discussed with the committee and made part of the particular questions in dispute.

OPINION OF BOARD: Much of the material evidence of record regarding past practice in this case was not considered by the Parties prior to submission of the case to this Board. It is thus evident that the Parties did not exhaust the reasonable possibilities of settlement on the property.

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 Claim should be dismissed.

AWARD

Claim dismissed.

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

ATTEST: A. Ivan Tummon
Executive Secretary

Dated at Chicago, Illinois, this 30th day of July, 1957.