

**Award No. 8583**  
**Docket No. TE-8154**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

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**PARTIES TO DISPUTE:**

**THE ORDER OF RAILROAD TELEGRAPHERS**  
**THE DELAWARE, LACKAWANNA AND WESTERN**  
**RAILROAD COMPANY**

**STATEMENT OF CLAIM:**

**CLAIM NO. 1**

The Carrier violated the terms of the Telegraphers' Agreement when and because on April 16, 1951 it required or permitted the conductor in charge of train BH-4 to transmit a message from Athenia to the train dispatcher outside of the Assistant Agent's assigned hours; in consequence thereof Assistant Agent Pasmonde shall be allowed a "call" payment.

**CLAIM NO. 2**

The Carrier violated the terms of the Telegraphers' Agreement when and because on February 17, 1955 it required or permitted a member of the train crew on Extra 611 to transmit a message from Little Falls to the train dispatcher outside of the agent's assigned hours; in consequence thereof Agent P. F. McAloon shall be allowed a "call" payment.

**CLAIM NO. 3**

The Carrier violated the provisions of the Telegraphers' Agreement when and because on March 10, 1951 it required or permitted a crew member of train HB-5 to transmit a message from Blairstown to the train dispatcher outside of the agent's assigned hours; in consequence thereof agent P. C. Rennert shall be allowed a "call" payment.

**CLAIM NO. 4**

The Carrier violated the terms of the Telegraphers' Agreement when and because at 1:10 P.M., April 29, 1954 it required or permitted Engineer Bauman in charge of Engine 632 to transmit a message from Nayaug to the train dispatcher; in consequence thereof idle extra employe, E. Troupe, shall be allowed a day's pay in the amount of \$14.96.

**CLAIM NO. 5**

The Carrier violated the terms of the Telegraphers' Agreement when and because at 5:40 P.M., January 24, 1953 it required or permitted a member of

**CLAIM NO. 19**

The Carrier violated the terms of the Telegraphers' Agreement when and because on April 7, 1954 it required or permitted trainman Allen in charge of train BS-21 to transmit a message from Medical Center a few miles north of Binghamton to the train dispatcher; in consequence thereof the senior idle operator extra in preference, shall be allowed a day's pay \$14.87. The records shall be jointly checked to determine the payee.

**CLAIM NO. 20**

The Carrier violated the Telegraphers' Agreement when and because on October 10, 1953 it required or permitted Conductor Johnson in charge of BU-21 to transmit a message from Waterville to the train dispatcher outside of the agent-operator's assigned hours; in consequence thereof agent-operator W. G. Collins shall be allowed a "call" payment in amount of \$5.69.

**FINDINGS:** The Third Division of the Adjustment Board finds:

That the dispute was certified to the Third Division of the Adjustment Board ex parte by the complainant party; and

That hearing thereon has been held and concluded. Under date of December 5, 1958, the parties jointly addressed a formal communication to the Secretary of the Third Division requesting withdrawal of this case from further consideration by the Division, which request is hereby granted.

**AWARD**

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of THIRD DIVISION

ATTEST: A. Ivan Tummon  
Executive Secretary

Dated at Chicago, Illinois, this 18th day of December, 1958.