

Award No. 8589
Docket No. TE-8285

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**THE DELAWARE, LACKAWANNA AND WESTERN
RAILROAD COMPANY**

STATEMENT OF CLAIM:

CLAIM NO. 1

Carrier violated the Telegraphers' Agreement when and because on March 20, 1953 it required or permitted yardmaster Kane at Taylor to OS (reporting arrival and departure time) train SN-37 to the train dispatcher at a time the agent-operator, J. R. Lydon, at Taylor was off duty; in consequence thereof claimant Lydon shall be allowed a "call" payment in the amount of \$5.58.

CLAIM NO. 2

The Carrier violated the Telegraphers' Agreement when and because on April 24, 1953 and subsequent dates it required or permitted a baggageman at Scranton to "OS" (reporting arrival and departing times) train No. 10 to the train dispatcher. In consequence thereof, the senior idle employee, extra in preference, shall be allowed a day's pay. The records to be jointly checked to determine the payees.

CLAIM NO. 3

Carrier violated the Telegraphers' Agreement when and because on June 28, 1948, it required or permitted Conductor McGuire in charge of Extra 2227 to OS (reporting arrival and departing times) his train at Hanover Yard a location where an operator-clerk is not employed; in consequence thereof the senior idle extra employee on this date shall be allowed a day's pay in the amount of \$10.04.

CLAIM NO. 4

Carrier violated the Telegraphers' Agreement when and because on July 4, 1953 it required or permitted Yardmaster McLaughlin at Binghamton baggageroom to transmit train-delay messages to the train dispatcher at Scranton; in consequence thereof the senior idle employee, extra in preference, shall be allowed a day's pay in the amount of \$15.45. The records shall be jointly checked to determine the payee.

CLAIM NO. 5

Carrier violated the Telegraphers' Agreement when and because at 6:20 P.M. on August 3, 1953 it required or permitted Conductor in charge of Extra 932 at Hercules Jct. to report his train's arrival time to the train dispatcher and the Carrier further violated said agreement when and because on subsequent dates it required or permitted other conductors to report their arrivals at Hercules Jct.; in consequence of the violation of August 3, the Carrier shall allow a day's pay to the senior idle employe, extra in preference, and the same payment on subsequent dates. The records to be jointly checked to determine the payees.

CLAIM NO. 6

Carrier violated the Telegraphers' Agreement when and because it required or permitted Yardmaster Crowley, Scranton, to transmit a message to Kingston Yard Office on September 1, 1953; in consequence thereof C. Felarsky an idle employe shall be allowed a day's pay in the amount of \$14.68.

CLAIM NO. 7

Carrier violated the provisions of the Telegraphers' Agreement when and because on September 26, 1953 it required or permitted a clerk at Utica Yard office to copy a message at a time operator-clerks at Utica were off duty; in consequence thereof 2nd Trick Operator Clerk R. S. Davies, Utica Yard, shall be allowed a "call" payment in the amount of \$5.58.

CLAIM NO. 8

Carrier violated the Telegraphers' Agreement when and because it required or permitted a baggageroom employe at Binghamton to copy a message from Scranton at 1:30 P.M., October 23, 1953; in consequence thereof the senior idle employe, extra in preference, shall be allowed a day's pay in the amount of \$15.83. A joint check of the record shall be made to determine the payee.

CLAIM NO. 9

Carrier violated the terms of the Telegraphers' Agreement when and because on October 23, 1953 it required or permitted a clerk at Scranton Yard to transmit a message to Binghamton; in consequence thereof the senior idle employe, extra in preference shall be allowed a day's pay in the amount of \$14.80. A joint check of the records shall be made to determine the payee.

CLAIM NO. 10

Carrier violated the Telegraphers' Agreement when and because on December 10, 11, 14, 15, 16, 17, 18, 21, 22 and 23, 1954 and subsequent dates it required or permitted train conductors at Baldwinsville, at times the agent-operator at Baldwinsville was off duty, to transmit to the train dispatcher and others train consists, train arrivals and departures, etc.; in consequence thereof the agent-operator at Baldwinsville shall be allowed a "call" payment for each instance. The records shall be jointly checked to determine occasions subsequent to December 23, 1954.

CLAIM NO. 11

Carrier violated the Telegraphers' Agreement when and because on April 23, 1954 and subsequent dates, it required or permitted persons outside of the

Telegraphers' Agreement at both Scranton Yard office and Gouldsboro Ice House to transmit and receive messages, reports, etc., between the two locations; in consequence thereof, on April 23, 1954 and each subsequent date the transmission or receptions are in evidence a senior idle employe, extra in preference, at each Scranton and Gouldsboro shall be allowed a day's pay. The records shall be jointly checked to determine the payees.

CLAIM NO. 12

Carrier violated the Telegraphers' Agreement when and because it required or permitted Conductor Evans at Northumberland at 6:10 A.M., May 24, 1954, a time the agent-operator at Northumberland was off duty, to transmit the consist of his train to the dispatcher; in consequence thereof the agent-operator at Northumberland shall be allowed a 'call' payment in the amount of \$5.85.

CLAIM NO. 13

Carrier violated the Telegraphers' Agreement when and because around the clock on April 17, 1953, and each day thereafter it permitted or required and continues to permit or require persons outside of the Telegraphers Agreement at East Buffalo to transmit train registers to the dispatchers at Buffalo; in consequence thereof three senior idle employes, extra in preference, one on each eight hour trick of the 24 hour day, shall be allowed a day's pay. The records shall be jointly checked to determine the payees.

CLAIM NO. 14

Carrier violated the Telegraphers' Agreement when and because on January 1, 1952, January 5, 1952 and subsequent dates it required or permitted train dispatchers in Scranton, outside of the assigned hours of the operator-clerk in 'Z' office Scranton, to copy train consists from East Buffalo; in consequence thereof the 'Z' office operator-clerk shall be allowed a 'call' payment for each and every occasion. The records to be jointly checked to determine the dates other than January 1 and 5, 1952.

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.